

**Amendment to the Agreement
Between
DukeNet Communications, LLC
and
BellSouth Telecommunications, Inc.
Dated July 25, 2001**

Pursuant to this Amendment, (the "Amendment"), DukeNet Communications, LLC, ("DukeNet"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 25, 2001 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and DukeNet entered into the Agreement on July 25, 2001, and;

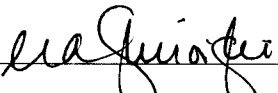
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 2 of the General Terms and Conditions of the Agreement shall be modified with the language reflected in Exhibit 1 attached hereto and by reference made a part of this Amendment.
2. Section 1.8 of Attachment 7, Billing, of the Agreement shall be modified with the language reflected in Exhibit 2 attached hereto and by reference made a part of this Amendment.
3. Attachment 4, Physical Collocation, Remote Site Collocation and Rates, of the Agreement is replaced in its entirety with that reflected as Exhibit 3 attached hereto and by reference made a part of this Amendment.
4. Except as modified in this Amendment and in the prior Amendment dated January 23, 2002, the terms and conditions of the Agreement, dated July 25, 2001, shall remain in full force and effect as originally written.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment through their authorized representatives.

BellSouth Telecommunications, Inc.

DukeNet Communications, LLC

By: 
Name: Elizabeth R.A. Shiroishi
Title: Director
Date: 6/24/03


By: 
Name: Richard Deason
Title: Vice President - Operations
Date: 6/19/03

EXHIBIT 1

Replacement language for Section 2, General Terms and Conditions

2. Term of the Agreement

- 2.1. The Effective Date of this Agreement shall be July 25, 2001 and the term of this Agreement shall expire on January 23, 2004. This Agreement shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2. The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).
- 2.3. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and neither Party has initiated arbitration in accordance with Section 2.3 above and pursuant to 47 U.S.C. 252, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to DukeNet pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

- 2.5 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term either Party in its discretion may terminate this Agreement upon thirty (30) days notice to the Party; however, the Agreement cannot be terminated prior to one year after the original expiration date. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide service to DukeNet pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by DukeNet pursuant to Section 15 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by DukeNet, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

EXHIBIT 2

Replacement language for Attachment 7, Section 1.8:

- 1.8 Deposit Policy. DukeNet shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by DukeNet. Any such security deposit shall in no way release DukeNet from its obligation to make complete and timely payments of its bill. DukeNet shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event DukeNet fails to remit to BellSouth any deposit requested pursuant to this Section, service to DukeNet may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to DukeNet's account(s). In the event DukeNet defaults on its account, service to DukeNet will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to DukeNet's account.

EXHIBIT 3

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when DukeNet is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to DukeNet collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow DukeNet to occupy a certain area designated by BellSouth within a Premises, or on BellSouth property upon which the Premises is located, of a size which is specified by DukeNet and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for h premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by DukeNet may contemplate a request for space sufficient to accommodate DukeNet's growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by DukeNet may contemplate a request for space sufficient to accommodate DukeNet's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate DukeNet's requested preferences, if any. In allocating Collocation Space, BellSouth shall not materially increase DukeNet's cost or materially delay DukeNet's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service DukeNet wishes to offer, reduce unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e)

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

CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

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

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow DukeNet to collocate DukeNet's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow DukeNet to have direct access to DukeNet's equipment and facilities in accordance with Section 5.9. BellSouth shall make cageless collocation available in single bay increments. Except where DukeNet'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, DukeNet must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At DukeNet's expense, DukeNet will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's Technical References (TRs) (Specifications) prior to starting equipment installation. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, DukeNet and DukeNet's BellSouth Certified Supplier must comply with the more stringent local building code requirements. DukeNet's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with DukeNet and provide, at DukeNet's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for DukeNet's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. DukeNet's BellSouth Certified Supplier shall bill DukeNet directly for all work performed for DukeNet pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by DukeNet's BellSouth Certified Supplier. DukeNet must provide the local BellSouth Central Office building contact with two Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth

- will not access DukeNet's locked enclosure prior to notifying DukeNet at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for DukeNet.
- 3.2.1 BellSouth may elect to review DukeNet's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify DukeNet of its desire to execute this review in BellSouth's response to the Initial Application, if DukeNet has indicated its desire to construct its own enclosure. If DukeNet's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of DukeNet's plans and specifications. Regardless of whether or not BellSouth elects to review DukeNet'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 DukeNet's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from DukeNet. BellSouth shall require DukeNet to remove or correct within seven (7) calendar days, at DukeNet's expense, any structure that does not meet DukeNet's plans and specifications or BellSouth's Specifications, if applicable.
- 3.3 Shared Caged Collocation. DukeNet may allow other telecommunications carriers to share DukeNet's caged collocation arrangement, pursuant to the terms and conditions agreed to by DukeNet (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to DukeNet. BellSouth shall be notified in writing by DukeNet upon the execution of any agreement between the Host and its Guest(s) within ten (10) calendar days of its execution and prior to the submission of any Firm Orders. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by DukeNet 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 DukeNet.
- 3.3.1 DukeNet, 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 DukeNet with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each, with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the above, DukeNet shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for

- the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 DukeNet 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 DukeNet's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by DukeNet and must be in conformance with BellSouth's design and construction Specifications. Further, DukeNet shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 If DukeNet requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, DukeNet must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, DukeNet and DukeNet's BellSouth Certified Supplier must comply with the more stringent local building code requirements. DukeNet's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. DukeNet's BellSouth Certified Supplier shall bill DukeNet directly for all work performed for DukeNet pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by DukeNet's BellSouth Certified Supplier. DukeNet must provide the local BellSouth Central Office building contact with two cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access DukeNet's locked enclosure prior to notifying DukeNet at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.2 DukeNet must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review DukeNet's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure DukeNet's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from DukeNet for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to DukeNet's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from DukeNet. BellSouth shall require DukeNet to remove or correct within seven (7) calendar days at DukeNet's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.4.3 DukeNet shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At DukeNet's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing. DukeNet's BellSouth Certified Supplier shall be responsible, at DukeNet's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in 3.3 above.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit DukeNet to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises. Both DukeNet's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. DukeNet is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 DukeNet must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by DukeNet. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where DukeNet's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged

- Collocation Spaces, DukeNet may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers and construct a dedicated cable support structure between the two contiguous cages. DukeNet shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. DukeNet shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). DukeNet is responsible for ensuring the integrity of the signal.
- 3.5.2 DukeNet shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. DukeNet-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, DukeNet may use its own technicians to construct the dedicated support structure between the two collocation arrangements.
- 3.5.3 To order CCXCs, DukeNet must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to DukeNet.
- 4. Occupancy**
- 4.1 Occupancy. BellSouth will notify DukeNet in writing when the Collocation Space is ready for occupancy (Space Ready Date). DukeNet will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any deviations in DukeNet's original or jointly amended application requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame. BellSouth will also establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If DukeNet completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of DukeNet's acceptance of the Collocation Space (Space Acceptance Date). In the event that DukeNet fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by DukeNet on the Space Ready Date and billing will commence from that date. If DukeNet decides to occupy the space prior to the Space Ready Date, the date DukeNet occupies the space becomes the new Space Acceptance Date and billing will begin from that date. DukeNet must notify BellSouth in writing that

collocation equipment installation is complete and operational with BellSouth's network. BellSouth may, at its discretion, refuse to accept orders for cross connects until it has received such notice. For the purposes of this paragraph, DukeNet's telecommunications equipment will be deemed operational when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers.

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

including, but not limited to, Central Office Record Drawings and ERMA Records. DukeNet shall be responsible for the cost of removing any DukeNet constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any equipment necessary for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on DukeNet's failure to comply with this Section.
- 5.1.3 DukeNet shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event DukeNet submits an application for terminations that will exceed the total capacity of the collocated equipment, DukeNet will be informed of the discrepancy by BellSouth and required to submit a revision to the application.

- 5.2 DukeNet shall notify BellSouth whenever DukeNet submits a Method of Procedure (MOP) adding equipment to DukeNet's Collocation Space and shall provide to BellSouth a list of all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in DukeNet's Collocation Space. DukeNet shall submit a list of any lien holders or other entities that have a financial interest in the equipment that is collocated by DukeNet to its RCM Representative.
- 5.3 DukeNet shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 DukeNet shall place a plaque or affix other identification (e.g., stenciling) to DukeNet's equipment, in order for BellSouth to identify DukeNet's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. DukeNet may elect to place DukeNet-owned or DukeNet-leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. DukeNet will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. DukeNet will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to DukeNet's equipment in the Collocation Space. In the event DukeNet utilizes a non-metallic, riser-type entrance facility, a splice will not be required. DukeNet must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. DukeNet is responsible for maintenance of the entrance facilities. At DukeNet's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.
- 5.5.1 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by DukeNet for dual entrance facilities to its physical Collocation Space, BellSouth shall provide DukeNet with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to DukeNet's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to DukeNet in the Application Response.

- 5.5.2 Shared Use. DukeNet may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to DukeNet's collocation arrangement within the same Premises. BellSouth shall allow the splice, as long as the fiber is non-working fiber. DukeNet must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the DukeNet provided riser cable to the spare capacity on the entrance facility. If DukeNet desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from DukeNet for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on DukeNet's entrance facility.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between DukeNet's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). DukeNet shall be responsible for providing, and DukeNet's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. DukeNet or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between DukeNet's equipment and/or network and BellSouth's network. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a DukeNet-provided Point of Termination Bay (POT Bay) in a common area within the Premises. DukeNet shall be responsible for providing, and DukeNet's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the POT Bay, as well as installing the necessary cabling between DukeNet's Collocation Space and the demarcation point. DukeNet or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee, in the event that DukeNet desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

- 5.7 DukeNet's Equipment and Facilities. DukeNet, or if required by this Attachment, DukeNet's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by DukeNet which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. DukeNet and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to the Collocation Space. BellSouth retains the right to access DukeNet's space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). BellSouth will give notice to DukeNet at least forty-eight (48) hours before access to the Collocation Space is required. DukeNet may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that DukeNet will not bear any of the expense associated with this type of work.
- 5.9 Access. Pursuant to Section 12, DukeNet shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. DukeNet agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of DukeNet or DukeNet's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. Key acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys must be signed by DukeNet and returned to BellSouth Access Management within fifteen (15) calendar days of DukeNet's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Keys may not be duplicated under any circumstances. DukeNet agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of DukeNet's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with DukeNet ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to DukeNet's designated collocation arrangement location, after receipt of the BFFO without charge to DukeNet. DukeNet must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) calendar days prior to the date DukeNet desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, DukeNet may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the

- BFFO. In the event DukeNet desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit DukeNet to access the Collocation Space accompanied by a security escort, at DukeNet's expense. DukeNet must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. DukeNet shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), DukeNet shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, DukeNet shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DukeNet violates the provisions of this paragraph, BellSouth shall provide written notice to DukeNet, which shall direct DukeNet to cure the violation within forty-eight (48) hours of DukeNet's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if DukeNet fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to DukeNet's equipment. BellSouth will endeavor, but is not required, to provide notice to DukeNet prior to the taking of such action and BellSouth shall have no liability to DukeNet for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of

other advanced services or traditional voice band services and DukeNet fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to DukeNet or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by DukeNet is significantly degrading the performance of other advanced services or traditional voice band services, DukeNet shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology

- 5.12 Personalty and its Removal. Facilities and equipment placed by DukeNet 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 DukeNet at any time. Any damage caused to the Collocation Space by DukeNet's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by DukeNet at its sole expense. If DukeNet decides to remove equipment from its Collocation Space and the removal requires no physical change, BellSouth will bill DukeNet a Supplemental Application Fee (Administrative Only Application Fee) as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. Under no condition shall DukeNet or any person acting on behalf of DukeNet make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Augments", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Augment shall be paid by DukeNet. Any such Augment shall require an application and will result in the assessment of an application fee, which will be billed by BellSouth on the date that BellSouth provides DukeNet with an Application Response.
- 5.14 Janitorial Service. DukeNet shall be responsible for the general upkeep of its Collocation Space. DukeNet shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes procedures or intervals applicable to DukeNet and BellSouth that are different from the procedures or intervals set forth in

- this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For DukeNet or DukeNet's Guest(s) initial equipment placement, DukeNet shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information. An application fee will apply to each application submitted by DukeNet, which will be billed by BellSouth on the date that BellSouth provides DukeNet with an Application Response.
- 6.3 Subsequent Application. In the event DukeNet or DukeNet's Guest(s) desires to modify the use of the Collocation Space after a BFFO, DukeNet shall complete an application that contains all of the detailed information associated with an Augment to the Collocation Space, as defined in Section 5.13 of this Attachment (Subsequent Application). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Augment. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by DukeNet in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by DukeNet for its request for an Augment shall be dependent upon the level of assessment needed for the Augment requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, a Subsequent Application Fee (Administrative Only Application Fee) will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Augment requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides DukeNet with an Application Response.
- 6.4 Space Preferences. If DukeNet has previously requested and received a Space Availability Report for the Premises, DukeNet may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event

BellSouth cannot accommodate the DukeNet's preference(s), DukeNet may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides DukeNet with an Application Response.

6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a requested Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify DukeNet 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 DukeNet or space that is configured differently, no application fee will apply. If DukeNet decides to accept the available space, DukeNet must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When DukeNet resubmits its application, BellSouth will bill DukeNet the appropriate application fee.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and bill DukeNet an appropriate application fee on the date that BellSouth provides the Application Response. When BellSouth's Application Response includes an amount of space less than that requested by DukeNet or space that is configured differently, if DukeNet decides to accept the available space, DukeNet must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days in regard to space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify DukeNet 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 DukeNet or space that is configured differently, no application fee will apply. If DukeNet decides to accept the available space, DukeNet must resubmit its application to reflect the actual space available,

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

- writing within the thirty (30) day timeframe that DukeNet wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. DukeNet may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If DukeNet does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove DukeNet from the waiting list. Upon request, BellSouth will advise DukeNet as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable DukeNet to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When DukeNet submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a

minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10 Application Modifications.

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

6.11 Bona Fide Firm Order.

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

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

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For Augments requested to the Collocation Space after

- initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and DukeNet cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an Augment, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 When DukeNet adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay DukeNet's operation.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to DukeNet, when DukeNet requests an Augment after the Space Ready Date for existing physical collocation space. In such instances, DukeNet must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for DukeNet's point of termination.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB

7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:

- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

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

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

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

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

- days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If DukeNet submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by DukeNet and BellSouth. If DukeNet and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for DukeNet's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to DukeNet at the time BellSouth provides DukeNet with the Application Response. DukeNet will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and DukeNet will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion interval will be provided to DukeNet during the joint planning meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. DukeNet will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notification to DukeNet that the Collocation Space is ready for occupancy. In the event DukeNet fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by DukeNet on the Space Ready Date. BellSouth will correct any deviations to DukeNet's original or jointly amended design and/or specification requirements within

- seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different timeframe.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to DukeNet prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which DukeNet has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth. BellSouth cannot provide CFAs to DukeNet prior to the Provisioning Interval for those Premises in which DukeNet has a physical collocation arrangement with a POT bay provided by DukeNet or a virtual collocation arrangement, until DukeNet provides BellSouth with the following information:
- 7.5.1 For a physical collocation arrangement with a DukeNet-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.2 For a virtual collocation arrangement - a complete layout of DukeNet's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by DukeNet's BellSouth Certified Supplier.
- 7.5.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from DukeNet. If the EIU form is provided ten (10) calendar days prior to the ending date of the Provisioning Interval, then CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.5.4 BellSouth will bill DukeNet a nonrecurring charge, as set forth in Exhibit B, each time DukeNet requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to DukeNet.
- 7.6 Use of BellSouth Certified Supplier. DukeNet shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. DukeNet and DukeNet's BellSouth Certified Supplier must follow and comply with all of BellSouth's requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, DukeNet must select separate BellSouth Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide DukeNet with a list of BellSouth Certified Suppliers, upon request. The BellSouth Certified Supplier(s) shall be responsible for installing DukeNet'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 DukeNet upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill DukeNet directly for all work performed for DukeNet pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by DukeNet's BellSouth Certified

- Supplier. BellSouth shall make available its supplier certification program to DukeNet or any supplier proposed by DukeNet and will not unreasonably withhold certification. All work performed by or for DukeNet shall conform to generally accepted industry standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. DukeNet shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service DukeNet's Collocation Space. Upon request, BellSouth will provide DukeNet with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by DukeNet. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations and physical Collocation Space has subsequently become available, DukeNet may relocate its existing virtual collocation arrangement(s) to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth Tariffs. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by DukeNet, such information will be provided to DukeNet in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to DukeNet within one hundred eighty (180) calendar days of BellSouth's written denial of DukeNet's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) DukeNet was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then DukeNet may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. DukeNet must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation

- arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill DukeNet an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to DukeNet.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If at any time prior to space acceptance, DukeNet cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) for any and all work processes for which work has begun or been completed. In Georgia, if DukeNet cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill DukeNet for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. DukeNet, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.10 (Application Response). BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to DukeNet.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by DukeNet. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to DukeNet.
- 8.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of DukeNet's BFFO.
- 8.3 Recurring Charges. If DukeNet has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that DukeNet fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s),

- billing for recurring charges will commence on the Space Ready Date. If DukeNet occupies the space prior to the Space Ready Date, the date DukeNet occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.4 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. DukeNet shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event DukeNet opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to DukeNet as prescribed in this Section.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, DukeNet shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, DukeNet shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event DukeNet's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, DukeNet shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for DukeNet's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at DukeNet's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by DukeNet's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from DukeNet certifying the completion of the power reduction, including the removal of the power cabling by DukeNet's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by DukeNet's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be

- engineered (sized), and installed by DukeNet's BellSouth Certified Supplier. DukeNet is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or BellSouth power board to DukeNet's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by DukeNet must provide BellSouth with a copy of the engineering power specifications prior to the day on which DukeNet's equipment becomes operational (Commencement Date). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or BellSouth power board and DukeNet's arrangement area. DukeNet shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within DukeNet's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. DukeNet shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling, installation, and maintenance.
- 8.6.2 If DukeNet elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed DukeNet's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by DukeNet's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. DukeNet's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At DukeNet's option, DukeNet may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to DukeNet's equipment or space enclosure. DukeNet shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within DukeNet's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and DukeNet's arrangement area.
- 8.6.4 In Alabama and Louisiana, DukeNet has the option to purchase power directly from an electric utility company. Under such an option, DukeNet 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 DukeNet. DukeNet's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If DukeNet previously had power supplied by BellSouth, DukeNet may request to change its arrangement to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc. utilized by DukeNet in provisioning said power will be billed on an ICB basis.

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

- modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if DukeNet is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, DukeNet must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever DukeNet or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and DukeNet shall pay for such half-hour charges in the event DukeNet fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of DukeNet's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 DukeNet 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 DukeNet shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

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

The ability to self-insure shall continue so long as the DukeNet meets all of the requirements of this Section. If DukeNet subsequently no longer satisfies this Section, DukeNet is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to DukeNet to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or DukeNet), 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 DukeNet's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between DukeNet's equipment and equipment of BellSouth. BellSouth may conduct an inspection if DukeNet adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide DukeNet with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, DukeNet will be required, at its own expense, to conduct a statewide investigation of criminal history records for each DukeNet employee hired in the past five years being considered for work on the Premises, for the states/counties where the DukeNet employee has worked and lived for the past five years. Where

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

- 12.5 For each DukeNet employee or agent hired by DukeNet within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, DukeNet shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, DukeNet will disclose the nature of the convictions to BellSouth at that time. In the alternative, DukeNet may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other DukeNet employees requiring access to a Premises pursuant to this Attachment, DukeNet 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, DukeNet shall promptly remove from Premises any employee of DukeNet BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of DukeNet is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview DukeNet's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to DukeNet's Security representative of such interview. DukeNet and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving DukeNet's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill DukeNet for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that DukeNet's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill DukeNet for BellSouth property, which is stolen or damaged where an investigation determines the culpability of DukeNet's employees, agents, or suppliers and where DukeNet agrees, in good faith, with the results of such investigation. DukeNet shall notify BellSouth in writing immediately in the event that DukeNet discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. DukeNet shall hold BellSouth harmless for any damages resulting from such removal of its personnel from Premises.

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

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for DukeNet's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DukeNet'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 DukeNet, 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. DukeNet may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If DukeNet's acceleration of the project increases the cost of the project, then those additional charges will be incurred by DukeNet. Where allowed and where practical, DukeNet may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, DukeNet shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for DukeNet's permitted use, until such Collocation Space is fully repaired and restored and DukeNet's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where DukeNet has placed an Adjacent Arrangement pursuant to Section 3.4, DukeNet shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

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

be reported by DukeNet to BellSouth.

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

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

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

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

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

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

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

- considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies DukeNet that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon DukeNet's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for DukeNet. DukeNet agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for DukeNet. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for DukeNet as above, DukeNet shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with DukeNet in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. DukeNet will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. DukeNet shall use the Remote Collocation Space for the purposes of installing, maintaining and operating DukeNet's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Agreement. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. DukeNet agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from DukeNet, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last

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

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

- 3.2 Caged. At DukeNet's expense, DukeNet may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's Technical References (TR) ("Specifications") prior to starting equipment installation. BellSouth will provide Specifications upon request. DukeNet's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with DukeNet and provide, at DukeNet's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for DukeNet's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. DukeNet's BellSouth Certified Supplier shall bill DukeNet directly for all work performed for DukeNet pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by DukeNet's BellSouth Certified Supplier. DukeNet must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access DukeNet's locked enclosure prior to notifying DukeNet at least forty-eight (48) hours before access to the Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for DukeNet.
- 3.2.1 BellSouth may elect to review DukeNet's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's Specifications. Notification to DukeNet indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Application, if DukeNet has indicated their desire to construct their own enclosure. If DukeNet's Application does not indicate their desire to construct their own enclosure, but their firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review DukeNet's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's Specifications, as applicable. BellSouth shall require DukeNet to remove or correct within seven (7) calendar days at DukeNet's expense any structure

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

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

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

- physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. DukeNet's BellSouth Certified Supplier shall be responsible, at DukeNet's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit DukeNet to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Remote Site Location. Both DukeNet's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall DukeNet use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 DukeNet must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by DukeNet. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. In cases where DukeNet's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, DukeNet will have the option of using DukeNet's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. DukeNet shall deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. DukeNet shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). DukeNet is responsible for ensuring the integrity of the signal.
- 3.5.2 DukeNet shall be responsible for providing a letter of authorization ("LOA") to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. DukeNet-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, DukeNet will have the option of using DukeNet's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, DukeNet must submit an Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXCs, as defined in Exhibit B, will apply. If

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

4. **Occupancy**

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

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

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

5. Use of Remote Collocation Space

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

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC.

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

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

- using form RF-2906-C “CLEC and CLEC Certified Supplier Access Request and Acknowledgement”. Key acknowledgement forms, “Collocation Acknowledgement Sheet” for access cards and “Key Acknowledgement Form” for keys, must be signed by DukeNet and returned to BellSouth Access Management within fifteen (15) calendar days of DukeNet’s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. DukeNet agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of DukeNet’s employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with DukeNet or upon the termination of this Attachment or the termination of occupancy of an individual Remote Collocation Space arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to DukeNet’s designated collocation arrangement location after receipt of the BFFO without charge to DukeNet. DukeNet must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date DukeNet desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, DukeNet may submit such a request at any time subsequent to BellSouth’s receipt of the BFFO. In the event DukeNet desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit DukeNet to access the Remote Collocation Space accompanied by a security escort at DukeNet’s expense. DukeNet must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. DukeNet shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), DukeNet shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, DukeNet shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person’s use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of DukeNet violates the provisions of this paragraph, BellSouth shall give written notice to DukeNet, which notice shall direct DukeNet to cure the violation within forty-eight (48) hours of DukeNet’s actual receipt of written notice or, at a

- minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if DukeNet fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to DukeNet's equipment. BellSouth will endeavor, but is not required, to provide notice to DukeNet prior to taking such action and shall have no liability to DukeNet for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and DukeNet fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to DukeNet or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, DukeNet shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by DukeNet in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by DukeNet at any time. Any damage caused to the Remote Collocation Space by DukeNet's employees, agents or representatives shall be promptly repaired by DukeNet at its expense.
- 5.11.1 If DukeNet decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill DukeNet an Administrative

- Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall DukeNet or any person acting on behalf of DukeNet make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by DukeNet. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. DukeNet shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. DukeNet shall be responsible for removing any DukeNet debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to DukeNet and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. When DukeNet or DukeNet's Guest(s) desires to install a bay/rack in a Remote Site Location, DukeNet shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.
- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit DukeNet to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent

collocation options may be available. If the amount of space requested is not available, BellSouth will notify DukeNet of the amount that is available.

6.4 Space Availability Notification.

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

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

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

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

- Location, BellSouth will allow DukeNet, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit DukeNet to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, DukeNet must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If DukeNet has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, DukeNet may refuse such space and notify BellSouth in writing within that time that DukeNet wants to maintain its place on the waiting list without accepting such space. DukeNet may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If DukeNet does not submit such an application or notify

- BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove DukeNet from the waiting list. Upon request, BellSouth will advise DukeNet as to its position on the list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable DukeNet to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When DukeNet submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information,

- Contact Information or Billing Contact Information, either at the request of DukeNet or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge DukeNet a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.10.2 Bona Fide Firm Order.
- 6.10.3 DukeNet shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to DukeNet's Bona Fide application or the application will expire.
- 6.10.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of DukeNet's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and DukeNet cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade;

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

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

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

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill DukeNet an Administrative Only Application Fee as set forth in Exhibit B for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, DukeNet cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if DukeNet cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill DukeNet for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. DukeNet, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If DukeNet has met the applicable fifteen (15) calendar day walkthrough interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that DukeNet fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If DukeNet

occupies the space prior to the Space Ready Date, the date DukeNet occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

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

- AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever DukeNet or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and DukeNet shall pay for such half-hour charges in the event DukeNet fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 DukeNet 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 DukeNet shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of DukeNet's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 DukeNet may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to DukeNet 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 DukeNet shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of DukeNet's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If DukeNet fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from DukeNet.
- 9.5 DukeNet shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. DukeNet shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from DukeNet's insurance company. DukeNet shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 DukeNet 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 DukeNet's net worth exceeds five hundred million dollars (\$500,000,000), DukeNet may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. DukeNet shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to DukeNet in the event that self-insurance status is not granted to DukeNet. If BellSouth approves DukeNet for self-insurance, DukeNet shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of DukeNet's corporate officers. The ability to self-insure shall continue so long as DukeNet meets all of the requirements of this Section. If DukeNet subsequently no longer satisfies this Section, DukeNet is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to DukeNet to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or DukeNet), 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 DukeNet's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between DukeNet's equipment and equipment of BellSouth. BellSouth may conduct an inspection if DukeNet adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide DukeNet with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

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

- 12.2 DukeNet will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 DukeNet shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and DukeNet's name. BellSouth reserves the right to remove from its Remote Site Location any employee of DukeNet not possessing identification issued by DukeNet or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. DukeNet shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. DukeNet shall be solely responsible for ensuring that any Guest(s) of DukeNet is in compliance with all subsections of this Section.
- 12.4 DukeNet shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. DukeNet shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any DukeNet personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that DukeNet chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, DukeNet may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 DukeNet shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 DukeNet shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each DukeNet employee or agent hired by DukeNet within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, DukeNet shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's

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

unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for DukeNet's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for DukeNet'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 DukeNet, 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. DukeNet may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If DukeNet's acceleration of the project increases the cost of the project, then those additional charges will be incurred by DukeNet. Where allowed and where practical, DukeNet may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, DukeNet shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for DukeNet's permitted use, until such Remote Collocation Space is fully repaired and restored and DukeNet's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where DukeNet has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4, DukeNet shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement

provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

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

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

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth’s Remote Site Location, DukeNet 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. DukeNet further agrees to cooperate with BellSouth to ensure that DukeNet's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth’s Environmental M&Ps which apply to the specific Environmental function being performed by DukeNet, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from DukeNet's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

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

	EVET approval of supplier	Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<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>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

<p>Manhole cleaning</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
<p>Removing or disturbing building materials that may contain asbestos</p>	<p>Asbestos work practices</p>	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama											Attachment: 4		Exhibit: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l												
													Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)						
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
													First	Add'l	First	Add'l								
PHYSICAL COLLOCATION																								
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.03	12.30	11.80	6.03	5.44		15.66												
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.05	12.39	11.87	6.39	5.73		15.66												
PHYSICAL COLLOCATION																								
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,879.48	1,879.48																
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,566.60	1,566.60																
	Physical Collocation - Cageless - Application Fee			CLO	PE1CH		1,205.26	1,205.26																
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15																	
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71	600.71																
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	1.96																		
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.62																		
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	88.86																		
	Physical Collocation - Cable Installation			CLO	PE1BD		859.71	859.71	22.49	22.49														
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.22																		
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	17.11																		
	Physical Collocation - Cageless - Cable Support Structure			CLO	PE1CJ	14.97																		
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	7.83																		
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	4.91																		
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	9.84																		
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	14.74																		
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	34.06																		
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.03	12.30	11.80	6.03	5.44														
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.05	12.39	11.87	6.39	5.73														
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.11	22.03	15.93	6.40	5.79														

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

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	10.67									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.40									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.09									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.56								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR		759.29	488.11	133.00	133.00					
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD		326.92	326.92	189.12	189.12					
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.81	4.81	5.90	5.90					
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		2.25	2.25	2.76	2.76					
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		7.88	7.88	9.66	9.66					
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB		84.49	84.49	77.13	77.13					
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		16.93	10.73							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		22.05	13.86							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		27.17	16.98							
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV			33.00							
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO			33.00							
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1			52.00							
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3			52.00							
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0016									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT		584.22								

COLLOCATION - Alabama										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS								
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM								
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1								
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41							
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.02	12.30	11.80	6.03	5.44			
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.04	12.39	11.87	6.39	5.73			
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.03	15.93	6.40	5.79			
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.95	20.89	15.20	7.38	5.92			
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.36	20.89	15.20	7.38	5.92			
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.52	25.55	19.86	9.71	8.25			
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	4.91							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	9.84							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	14.74							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	34.06							
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate)			CLOAC			ICB						
	Note: ICB means Individual Case Basis												
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70	307.70	168.22	168.22			
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42							
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10	13.10					
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87	115.87					
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56	37.56					
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only)			CLORS	PE1RR		233.38						
	Note: ICB means Individual Case Basis						ICB						
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27							
	Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134							
	Remote Site-Adjacent Collocation-Application Fee	I		CLORS	PE1RU		755.62	755.62					
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.													
VIRTUAL COLLOCATION													
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26	1,205.26	0.51	0.51	15.66		
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		859.71	859.71	22.49	22.49	15.66		
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22							
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83							
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	14.97							
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.03	12.30	11.80	6.03	5.44	15.66		

COLLOCATION - Alabama											Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates (\$)
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDCX	UEAC4	0.05	12.39	11.87	6.39	5.73		15.66				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	2.84	20.89	15.20	7.38	5.92		15.66				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	5.69	25.55	19.86	9.71	8.25		15.66				
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1	CNC1X	1.11	22.03	15.93	6.40	5.79		15.66				
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3,U1TD3,UXTS1,UXTD3,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92		15.66				
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0026										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0038										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		535.37					15.66				
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		535.37					15.66				
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,518.57	1,518.57	265.99	265.99		15.66				
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		653.83	653.83	378.24	378.24		15.66				
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.62	9.62	11.79	11.79		15.66				
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.50	4.50	5.52	5.52		15.66				
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.75	15.75	19.32	19.32		15.66				
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		168.97	168.97	154.25	154.25		15.66				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.93	10.73				15.66				
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.05	13.86				15.66				
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.17	16.98				15.66				
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73				15.66				
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86				15.66				
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98				15.66				
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66				

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.03	12.30	11.80	6.03	5.44		15.66			
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.44		15.66			
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0276	8.22	7.22				11.90			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				11.90			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00								
	Physical Collocation Administrative Only - Application Fee	I		CLO	PE1BL		742.00								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.93								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.38									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	92.55									
	Physical Collocation - Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	7.86									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.96									
	Physical Collocation - Power, per Fused Amp			CLO	PE1PL	7.80									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.43								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58					
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.32	27.77	15.52	5.93	4.77					

COLLOCATION - Florida											Attachment: 4		Exhibit: B							
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)							
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN
													First	Add'l	First	Add'l				
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	16.81							25.48	14.05	7.77	5.01				
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.34							41.94	30.52	13.91	11.16				
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.92							51.30	39.87	18.29	15.54				
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	189.45														
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.58														
	Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AY	0.0105														
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.0577								55.80						
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA									15.65						
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR									45.75						
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK									26.30						
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL									26.30						
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR									2,159.00						
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.00														
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.00														
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	0.00														
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLXS	PE1PH	0.00														

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80					
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91					
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,785.00								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.38									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.77									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.15									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.30									
	Adjacent Collocation - Cable Support Structure per Entrance Cable	I		CLOAC	PE1PM	18.96									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		617.91		328.81						
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	219.49									
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		26.30								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		232.69								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		75.41								
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLOAC	PE1RR		233.51								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee/Planning Fee Initial Request			AMTFS	EAF		4,122.00					11.90			
	Virtual Collocation - Application Fee/Planning Fee Additional Entrance Cable Request			AMTFS	EAF		1,249.00					11.90			
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX	12.45	965.00					11.90			
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.25									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAV	6.95									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,AMTFS,UDL,UNCVX,UNCDCX,UNCNX	UEAC2	0.0502	11.57	11.57				11.90			
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDCX	UEAC4	0.0502	11.57	11.57				11.90			
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULD03,ULD12,ULD48,UDF	CNC2F	6.71	2,431.00					11.90			

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

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

COLLOCATION - Georgia										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.30	12.60	12.60					18.94	8.42	
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.50	12.60	12.60					18.94	8.42	
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		3,850.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		3,130.00	3,130.00							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83								
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,187.00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.02									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.80									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	95.23									
	Physical Collocation - Cable Installation			CLO	PE1BD		2,750.00	2,750.00							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ		7.50								
	Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK		6.75								
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM		13.35								
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL		8.06								
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.80								
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB		5.52								
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD		11.05								
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE		16.58								
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG		38.27								
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.30	12.60	12.60							
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.50	12.60	12.60							
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	8.00	155.00	27.00							

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

COLLOCATION - Georgia										Attachment: 4		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)							
													Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEK	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.598														
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.1196														
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04														
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.12														
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.39														
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.57														
	Adjacent Collocation - Application Fee			CLOAC	PE1JB															
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39														
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79														
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18														
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27														
	Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37														
PHYSICAL COLLOCATION IN THE REMOTE SITE																				
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA															
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	224.82														
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD															
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR															
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE															
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLOAC	PE1RR															
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																				
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27														
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134														
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU															
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																				
VIRTUAL COLLOCATION																				
	Virtual Collocation - Application Fee			AMTFS	EAF															
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPVX	3.48														
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35														
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCXX, UNCDX, UNCNX	UEAC2	0.0283														
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCXX, UNCDX	UEAC4	0.0566														
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.88														

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

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

COLLOCATION - Kentucky

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B					
									Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)		
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	184.97										
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	18.14										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	0.058	55.79	55.79								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64	15.64								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74	45.74								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29	26.29								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29	26.29								
	Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,158.67	2,158.67								
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.113										
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.23										
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.60										
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	14.23										

COLLOCATION - Kentucky										Attachment: 4		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
													Rec
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	48.57							
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	65.50							
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9								
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO								
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1								
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3								
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB								
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT								
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT								
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT								
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV								
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO								
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1								
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP								
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0012							
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0018							
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT								
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS								
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM								
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1								
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35							

COLLOCATION - Kentucky

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

COLLOCATION - Kentucky											Attachment: 4		Exhibit: B									
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.48							44.23	31.98	12.81	11.57						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	18.89							41.93	30.51	14.75	11.83						
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.003																
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045																
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC								535.55									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE								535.55									
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA								1,524.45	980.01	267.02	267.02						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB								656.37	656.37	379.70	379.70						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC								9.65	9.65	11.84	11.84						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD								4.52	4.52	5.54	5.54						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE								15.81	15.81	19.39	19.39						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF								169.63	169.63	154.85	154.85						
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX								33.98	21.53								
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX								44.26	27.81								
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX								54.54	34.09								
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX								56.07	21.53								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM								73.23	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM								90.39	34.09								
VIRTUAL COLLOCATION																						
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0309							24.68	23.68	12.14	10.95						7.86
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.48							44.23	31.98	12.81	11.57						7.86
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																						

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0318	11.94	11.46				15.20			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0636	12.04	11.53				15.20			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,837.24								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,533.41								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		583.33								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	2.70									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	91.60									
	Physical Collocation - Cable Installation			CLO	PE1BD		841.54	841.54							
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.30									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	18.31									
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.32									
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.45									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	10.92									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	16.37									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	37.80									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0318	11.94	11.46							
	Physical Collocation - 4-Wire Cross-Connects			CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0636	12.04	11.53							
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.04	21.39	15.47							

COLLOCATION - Louisiana

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0245	11.94	11.46								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL, CLOAC	PE1P4	0.0491	12.04	11.53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	0.9605	21.39	15.47								
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	13.01	20.28	14.76								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.20	20.28	14.76								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.21	24.81	19.29								
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		298.80	298.80								
		Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	225.39										
		Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		13.01	13.01								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		112.52	112.52								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		36.47	36.47								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		233.21									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40					15.20				
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		841.54					15.20				
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPX	3.20										
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	16.02										
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0296	11.94	11.46				15.20				
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53				15.20				
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76				15.20				
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29				15.20				

COLLOCATION - Louisiana										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
													Rec	Nonrecurring		Nonrecurring Disconnect
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.04		21.39	15.47							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21		20.28	14.76							
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0024										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0036										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC			534.79								
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE			534.79								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	10.97										
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB	5.29										
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC	0.08										
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD	0.04										
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE	0.13										
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF	1.37										
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX			16.44	10.42							
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX			21.41	13.45							
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX			26.38	16.49							
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX			27.12	10.42							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM			35.42	13.45							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM			43.72	16.49							
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0296		11.94	11.46							
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0591		12.04	11.53							
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0288	12.37	11.87	6.04	5.45		15.75			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.0576	12.47	11.94	6.59	5.91		15.75			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,890.38								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,575.69								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.76								
	Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		604.19								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.30									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.52									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	85.67									
	Physical Collocation - Cable Installation			CLO	PE1BD		926.27	926.27	22.62						
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	5.74									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	17.42									
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.33									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		398.76								
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29									
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58									
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87									
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45					
	Physical Collocation - 4-Wire Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.14	22.16	16.02	6.60	5.97					

COLLOCATION - Mississippi											Attachment: 4		Exhibit: B										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)										
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l							
	Physical Collocation - DS3 Cross-Connects			CLO, UE3,U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1,ULDS1, UNLD3, UDL	PE1P3	14.49							21.01	15.29	7.61	6.10							
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.87							21.01	15.29	7.61	6.10							
	Physical Collocation - 4-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	5.10							25.70	19.97	10.01	8.50							
	Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	183.20																	
	Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	17.97																	
	Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	75.23																	
	Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0576							27.95	27.95									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA								7.84	7.84									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR								22.91	22.91									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK								13.17	13.17									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL								13.17	13.17									
	Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR								1,081.40	1,081.40									
	POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UDL, UNCVX, UNCDX, UNCNX	PE1PE	0.0867																	
	POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, USL, UNCVX, UNCDX	PE1PF	0.1734																	
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.22																	
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLXS	PE1PH	10.91																	

COLLOCATION - Mississippi

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Attachment: 4		Exhibit: B								
							Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
																	OSS Rates (\$)									
																	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45															
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91															
		Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97															
		Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10															
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10															
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50															
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,585.83																		
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.29																			
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.58																			
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	15.87																			
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	36.65																			
PHYSICAL COLLOCATION IN THE REMOTE SITE																										
		Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		309.48	168.63																	
		Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	210.05																			
		Physical Collocation in the Remote Site - Security Access - Key Report per Premises Requested			CLOAC	PE1RD		13.17	13.17																	
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		116.54	116.54																	
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		37.77	37.77																	
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		233.14																		
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27																			
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134																			
		Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62																	
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																										
VIRTUAL COLLOCATION																										
		Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25	0.51					15.75												
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		926.27	22.62					15.75												
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74																			
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33																			
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	15.24																			
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0268	12.37	11.87	6.04	5.45			15.75												
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91			15.75												
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10			15.75												
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50			15.75												

COLLOCATION - Mississippi										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.14		22.16	16.02	6.60	5.97				15.75
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.49		21.01	15.29	7.61	6.10				15.75
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0025									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0037									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC										15.75
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE										15.75
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA			763.69	490.94	133.77	133.77				
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB			328.81	328.81	190.22	190.22				
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC			4.84	4.84	5.93	5.93				
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD			2.27	2.27	2.78	2.78				
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE			7.92	7.92	9.72	9.72				
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF			84.98	84.98	77.58	77.58				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX			17.02	10.79						15.75
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX			22.17	13.94						15.75
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX			27.32	17.08						15.75
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX			28.09	10.79						15.75
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM			36.69	13.94						15.75
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM			45.28	17.08						15.75
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0268		12.37	11.87	6.04	5.45				15.75
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.0536		12.47	11.94	6.59	5.91				15.75
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.32	41.78	39.23					26.94	12.76	
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25					26.94	12.76	
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		2,322.00								
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,311.00								
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00								
	Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.42									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.88									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	97.98									
	Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76									
	Physical Collocation - Cable Installation	I		CLO	PE1BD		1,701.00	1,701.00							
	Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	2.30									
	Physical Collocation - Cable Support Structure, Per Entrance Cable	I		CLO	PE1PM	20.57									
	Physical Collocation - Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.65									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		399.13								
	Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50									
	Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01									
	Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51									
	Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12									
	Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, UDL, UNCVX, UNLDX, UNCNX	PE1P2	0.0309	33.53	31.65							
	Physical Collocation - 4-Wire Cross-Connects	I		CLO, UAL, UDL, UDN, UEA, UHL, UNCVX, UNCDX, UCL	PE1P4	0.0618	33.67	31.70							
	Physical Collocation - DS1 Cross-Connects	I		CLO,UEANL,UEQ,W DS1L,WDS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1, UDL	PE1P1	1.38	52.87	39.86							

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

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0239	33.53	31.65							
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0477	33.67	31.70							
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.28	52.87	39.86							
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	17.35	51.97	38.59							
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59							
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15							
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		3,139.00								
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		865.34	865.34							
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	254.02									
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		26.06	26.06							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		230.60	230.60							
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		74.74	74.74							
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		232.94								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															
VIRTUAL COLLOCATION															
	Virtual Collocation - Application Fee			AMTFS	EAF		2,848.30	2,848.30				26.94	12.76		
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		2,750.00	2,750.00				26.94	12.76		
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPX	3.20									
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	3.48									
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	13.35									
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.09	41.78	39.23	4.75	4.75		26.94	12.76		
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.18	41.91	39.25	4.73	4.73		26.94	12.76		
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	15.99	67.34	48.55				26.94	12.76		
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	28.74	82.35	63.56				26.94	12.76		

COLLOCATION - North Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	0.97	71.02	51.08					26.94	12.76	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	56.25	151.90	11.83					26.94	12.76	
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0041									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		532.72						26.94	12.76	
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		532.72						26.94	12.76	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,707.00								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		923.08								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.02	18.02							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.43	8.43							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.51	29.51							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		278.82	278.82							
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		41.00	25.00					26.94	12.76	
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		48.00	30.00					26.94	12.76	
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		55.00	35.00					26.94	12.76	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					26.94	12.76	
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					26.94	12.76	
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					26.94	12.76	
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.09	41.78	39.23					26.94	12.76	
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.18	41.91	39.25					26.94	12.76	
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69			
	Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	1.12	22.08	15.96	6.42	5.80		15.69			
PHYSICAL COLLOCATION															
	Physical Collocation - Application Fee - Initial			CLO	PE1BA		1,883.67	1,883.67							
	Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		1,570.10	1,570.10							
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66								
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		602.05	602.05							
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75									
	Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	3.24									
	Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	110.16									
	Physical Collocation - Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54					
	Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	3.95									
	Physical Collocation - Cable Support Structure, Per Entrance Cable			CLO	PE1PM	21.33									
	Physical Collocation - Power -48V DC Power, per Fused Amp			CLO	PE1PL	9.19									
	Physical Collocation - Power Reduction, Application Fee	I		CLO	PE1PR		400.33								
	Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	5.67									
	Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	11.36									
	Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	17.03									
	Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	39.33									
	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,U EQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45					
	Physical Collocation - 4-Wire Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74					
	Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.12	22.08	15.96	6.42	5.80					

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

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	36.55									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	49.29									
	Physical Collocation - Request Resend of CFA Information, per CLLI			CLO	PE1C9										
	Nonrecurring Collocation Cable Records - per request			CLO	PE1CR										
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PE1CD										
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO										
	Nonrecurring Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1										
	Nonrecurring Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3										
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CB										
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT										
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT										
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT										
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7										
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001									
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO, UE3, USL	PE1DS	0.0015									
	Physical Collocation - Co-Carrier Cross Connects Only - Application Fee, per application			CLO	PE1DT										
	Physical Collocation - Application to Augment Existing Space - Simple			CLO	PE1KS										
	Physical Collocation - Application to Augment Existing Space - Minor			CLO	PE1KM										
	Physical Collocation - Application to Augment Existing Space - Intermediate			CLO	PE1K1										
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation - 2-Wire Cross-Connects			CLOAC	PE1P2	0.0264	12.32	11.83	6.04	5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0527	12.42	11.90	6.40	5.74						
	Adjacent Collocation - DS1 Cross-Connects			USL,CLOAC	PE1P1	1.03	22.08	15.96	6.42	5.80						
	Adjacent Collocation - DS3 Cross-Connects			CLOAC	PE1P3	14.00	20.94	15.23	7.39	5.93						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.67										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.36										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.03										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	39.33										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site - Application Fee			CLOAC	PE1RA		308.38	308.38	168.60	168.60						
	Cabinet Space in the Remote Site per Bay/ Rack			CLOAC	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLOAC	PE1RD		13.13	13.13								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLOAC	PE1SR		116.13	116.13								
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLOAC	PE1RE		37.64	37.64								
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLOAC	PE1RR		234.50									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLOAC	PE1RS	6.27										
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLOAC	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLOAC	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
VIRTUAL COLLOCATION																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95	1,207.95	0.51	0.51		15.69				
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54		15.69				
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPX	3.95										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		15.69				
	Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		15.69				
	Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		15.69				
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		15.69				

COLLOCATION - South Carolina										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
													Rec	Nonrecurring	
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, ULC, AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12		22.08	15.96	6.42	5.80				15.69
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, ULC, AMTFS, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21		20.94	15.23	7.39	5.93				15.69
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022									
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033									
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC			536.56							
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE			536.56							
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA			760.98	489.20	133.29	133.29				
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB			327.65	327.65	189.54	189.54				
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC			4.82	4.82	5.91	5.91				
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD			2.26	2.26	2.77	2.77				
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE			7.90	7.90	9.68	9.68				
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF			84.68	84.68	77.30	77.30				
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX			16.96	10.75						15.69
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX			22.10	13.89						15.69
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX			27.23	17.02						15.69
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX			27.99	10.75						15.69
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM			36.56	13.89						15.69
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM			45.12	17.02						15.69
VIRTUAL COLLOCATION															
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317		12.32	11.83	6.04	5.45				15.69
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12		22.08	15.96	6.42	5.80				15.69
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

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

COLLOCATION - Tennessee

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

COLLOCATION - Tennessee											Attachment: 4		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
	POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,WDS1L,W DS1S, USL, U1TD1, UXTD1, UNC1X, ULDD1, USLEL, UNLD1	PE1PG	1.20									
	POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO,UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UDL, UDLSX	PE1PH	8.00									
	POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B2	38.79									
	POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ,CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1B4	52.31									
	Physical Collocation - Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.67								
	Nonrecurring Collocation Cable Records - per request	I		CLO	PE1CR		1,711.00								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06								
	Nonrecurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05							
	Nonrecurring Collocation Cable Records - DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45							
	Nonrecurring Collocation Cable Records - DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57							
	Nonrecurring Collocation Cable Records - Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	279.42							
	Physical Collocation - Cageless - Security Escort - Basic, per Half Hour			CLO	PE1ZM		33.15	20.44							
	Physical Collocation - Cageless - Security Escort - Overtime, per Half Hour			CLO	PE1ZN		41.50	25.61							
	Physical Collocation - Cageless - Security Escort - Premium, per Half Hour			CLO	PE1ZO		49.86	30.79							
	Physical Collocation - Security Escort - Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49							
	Physical Collocation - Security Escort - Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76							
	Physical Collocation - Security Escort - Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02							
	V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00								
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00								
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00								
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00								
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00								
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00								

COLLOCATION - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
												Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First			Disconnect Add'l	OSS Rates (\$)		
						SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00								
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00								
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00								
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66							
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32									
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40								
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72								
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PE1SP		242.05								
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97									
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49									
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156									
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27								
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94									
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47									
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55									
	Physical Caged Collocation-Power-Power Consumption, per amp AC usage			CLO	PE1PO	2.03									
	Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckt, per ckt.			CLO	PE12C	0.0475	7.68								
	Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.68								
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65								
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03								
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03								
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10								
	Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ZH	0.0031									
	Physical Collocation - Cageless - Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable			CLO	PE12K		555.03								
	Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0019									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft.			CLO	PE1ZJ	0.0045									
	Physical Collocation - Cageless - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO	PE1ZL		555.03								

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

COLLOCATION - Tennessee

COLLOCATION - Tennessee										Attachment: 4		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3,U1TD3,UXTS1,UXTD3,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05	18.05								
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45	8.45								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57	29.57								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42	279.42								
	Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44				2.07	2.81	0.67	1.41	
	Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61				2.07	2.81	0.67	1.41	
	Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79				2.07	2.81	0.67	1.41	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64				2.07	2.81	0.67	1.41	
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77				2.07	2.81	0.67	1.41	
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90				2.07	2.81	0.67	1.41	
VIRTUAL COLLOCATION																
	Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40	
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20				20.35	10.54	13.32	1.40	

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