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A. M. Lombardo
Regulatory Vice President

August 20, 1997

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

971083-TP

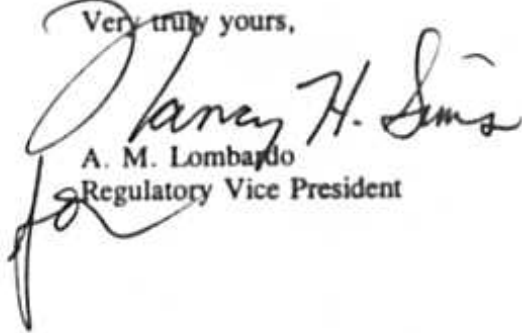
Re: Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Powertel, Inc. pursuant to Section 252(e) of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Powertel, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for collocation.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the collocation agreement between BellSouth and Powertel, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,


A. M. Lombardo
Regulatory Vice President

DOCUMENT NUMBER-DATE
08422 AUG 20 5
FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

Powertel, Inc.

DOCUMENT NUMBER-DATE

08422 AUG 20 6

FPSC-RECORDS/REPORTING

**BELLSOUTH PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this 27th day of June, 1997, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Powertel, Inc. a Delaware corporation, together with and on behalf of certain of its direct and indirect wholly owned wireless operating subsidiaries (Powertel and each such subsidiary an "Interconnector" hereunder) (BellSouth and Interconnector collectively referred to herein as the "Parties" and each individually a "Party");

WITNESSETH

WHEREAS, Interconnector wishes the right to occupy the BellSouth Central Office(s) defined herein for the purpose of interconnection to BellSouth's facilities; and

WHEREAS, BellSouth has space available in its Central Office(s) which Interconnector desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to Interconnector within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF AGREEMENT

A. BellSouth hereby grants to Interconnector a right and license to exclusively occupy and to use in accordance with the provisions hereof certain enclosed areas designated by BellSouth within one or more BellSouth central offices located in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, all as identified from time to time in Exhibit B hereto, of a size and dimension which is specified by Interconnector in the Application and agreed to by BellSouth in accordance with Article IV hereof (said central offices collectively referred to herein as "Central Offices" and each individually a "Central Office", and each of said occupied areas referred to hereinafter as "Collocation Space"). BellSouth will design and construct at Interconnector's expense, at the rates set forth in Article V.B and Exhibit A, a wall or other physical delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

B. Interconnector shall use the Collocation Space for the purposes of providing services to its customers and for any and all activities related thereto, including without limitation installing, maintaining and operating Interconnector's equipment (including cross-connection, multiplexing, testing and monitoring equipment) selected by Interconnector subject to Articles III A and III.F which is used to interconnect with

telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Interconnector may place Interconnector-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of Interconnector-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Interconnector may connect to other interconnectors within the designated Central Office. The Collocation Space may be used by Interconnector for its provision of services and for no other purposes except as specifically described herein or authorized in writing by BellSouth.

C. Interconnector may not provide or make available space within any single Collocation Space to any third party or wholly owned subsidiaries or affiliate of Interconnector. Notwithstanding the foregoing, any wholly owned affiliate of Interconnector who is made a party to this Agreement or wholly owned subsidiary may collocate within any Central Office pursuant to this Agreement by completing the Application/Inquiry process provided for in this Agreement. Any violation of this provision shall be deemed a material breach of this Agreement.

D. Interconnector agrees to pay the rates and charges identified at Exhibit A attached hereto.

E. A Collocation Space will be provided to Interconnector at each Central Office identified at Exhibit B attached hereto, which Exhibit may be amended from time to time as additional Central Offices are made subject to the terms of this Agreement.

II. *TERM OF AGREEMENT*

A. Commencement Date. The term ("Term") during which this Agreement is in effect shall be as follows:

1. The "Commencement Date" shall be the first business day (defined as any day during which BellSouth's offices are open to the public) following the date on which Interconnector's equipment becomes operational as described in Article II.B, following.

2. This Agreement shall be made pursuant to that certain interconnection agreement ("Interconnection Agreement") entered into between the Parties pursuant to Articles 251(c) and 252(a) of the 96 Act; this Agreement shall be coterminous with such Interconnection Agreement;

3. The Term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date. This Agreement shall be automatically renewed for an additional term of six months following such initial two-year term and for successive six-month terms thereafter following each preceding six-month renewal term unless a Party provides to the other a written notice of termination at least sixty (60) days prior to the last day of the initial two-year term or any subsequent six-month renewal term, as the case may be. Interconnector may request negotiation of an agreement to supersede this Agreement (the "Follow-Up Agreement") pursuant to Section 252 of the 96 Act any time during the last nine (9) months of the initial term of this Agreement. If the Follow-Up Agreement remains unresolved or has not yet been approved by the Commission by the expiration of the Term of this Agreement, then the Term of this Agreement shall be automatically extended pursuant to the previous sentence until the Follow-Up Agreement is executed.

4. Provided, however, either Party may terminate this Agreement immediately upon written notice to the other Party in the event of (i) a material breach by the other Party that remains uncured after receipt of notice thereof for thirty (30) calendar days or (ii) the expiration of the term of or other termination of that certain Interconnection Agreement between the Parties dated effective as of April 1, 1997.

B. Occupancy. Upon BellSouth's completion of all Space Preparation work as described in Articles IV.A, IV.B, IV.G and IV.F of this Agreement, BellSouth will notify Interconnector that the Collocation Space is ready for occupancy. Interconnector must place operational telecommunications equipment in the Collocation Space and connect such equipment with BellSouth's network within one hundred eighty (180) days after the date of receipt of such notice. BellSouth shall fully cooperate with, and use its best efforts to assist, Interconnector in meeting this deadline, including without limitation, conducting interoperability testing of the Parties' respective facilities and equipment and making BellSouth's facilities and technical support personnel available during normal business hours upon reasonable request from Interconnector for such testing purposes. Interconnector shall give BellSouth at least 36 hours advance notice to schedule BellSouth facilities or support personnel for testing purposes. BellSouth may consent to an extension beyond 180 days upon a demonstration by Interconnector that circumstances beyond its reasonable control prevented Interconnector from completing installation by the prescribed date. If Interconnector fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Interconnector's right to occupy the Collocation Space terminates and neither Party shall have any further obligations to the other Party with respect to said Collocation Space; provided, however, termination of Interconnector rights to the Collocation Space pursuant to this paragraph shall not operate to release Interconnector from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Interconnector's telecommunications equipment will be deemed operational when Interconnector and BellSouth jointly certify in writing that such equipment is operation and is cross-connected to BellSouth's network for the purpose of service provision to Interconnector's customers. Time is of the essence with respect to each Party's obligations under this Article II.B.

C. Termination. Interconnector may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of this Agreement for any reason whatsoever, Interconnector at its expense shall remove its equipment and other property from the Collocation Space and BellSouth shall fully cooperate with Interconnector in effecting such removal, including without limitation, giving Interconnector access under BellSouth's security procedures set forth in Article III.E to the Collocation Space during this period. Interconnector shall have thirty (30) business days from the termination date to complete such removal; provided, however, that Interconnector shall continue payment of monthly fees to BellSouth until such date as Interconnector has fully vacated the Collocation Space, after which date Interconnector will have no further obligation to BellSouth other than for monies owed prior to the date of such termination. Should Interconnector fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Interconnector at Interconnector's expense and with no liability for damage or injury to Interconnector's property unless caused by the negligence or intentional misconduct of BellSouth.

III. USE OF COLLOCATION SPACE

A. Nature of Use. BellSouth shall permit Interconnector to place, maintain and operate in the Collocation Space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide telecommunications services which Interconnector has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. BellSouth authorizes Interconnector to place, maintain and operate in the Collocation Space equipment selected by Interconnector that is used for interconnection or access to unbundled network elements. Interconnector may elect to enclose the Collocation Space by a Space Enclosure, as set forth in Article IV.G, following. Interconnector shall not use the Collocation Space for marketing purposes. Interconnector shall place no signs or marking of any kind (except for a plaque or other identification affixed to Interconnector's equipment and reasonably necessary to identify Interconnector's equipment, and which shall include a list of emergency contacts with telephone numbers; or to except also for any marking that discloses that it is subject to a security interest), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

B. Entrance Facilities. Interconnector may elect to place Interconnector-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Interconnector will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. Interconnector will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Interconnector's equipment in the Collocation Space. Interconnector must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Interconnector is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

C. Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Interconnector'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. Interconnector may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.

D. Interconnector's Equipment and Facilities. Interconnector is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Interconnector in the Collocation Space. Without limitation of the foregoing provisions, Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

E. Access and Administration. Interconnector shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Interconnector to traverse restricted areas. BellSouth shall use its best efforts to provide ingress and egress to the

Collocation Space that will not require Interconnector to traverse restricted areas of the Central Office. All employees, agents and contractors of Interconnector having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, written copies of which shall be supplied to Interconnector by BellSouth with the Application Response, and each such employee, agent or contractor shall display an identification badge issued by Interconnector or certified vendor which contains a current photo, the individual's name and company name/logo. Interconnector agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, Interconnector shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

F. Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office, shall not unlawfully (i) intercept, (ii) record, or (iii) otherwise compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Interconnector violate the provisions of this paragraph, BellSouth shall give written notice to Interconnector, which notice shall (i) describe the nature of the violation and (ii) direct Interconnector to promptly cure the violation and, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If Interconnector fails to take curative action within 24 hours or if the violation is of a character that can reasonably be expected to cause an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth (collectively "Hazardous Conditions"), 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 Interconnector's equipment until such time (and only until such time) as the Hazardous Conditions are remedied. BellSouth will endeavor, but is not required, to provide notice to Interconnector prior to taking such action and shall have no liability to Interconnector for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

G. Personalty and its Removal. Subject to requirements of this Agreement, Interconnector may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by Interconnector 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 personalty and may be removed by Interconnector at any time. Any damage caused to the Collocation Space by Interconnector's employees, agents or representatives during the removal of such property shall be promptly repaired by Interconnector at its expense.

H. Alterations. In no case shall Interconnector or any person acting on behalf of Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The reasonable cost of any such specialized alterations shall be paid by Interconnector.

IV. ORDERING AND PREPARATION OF COLLOCATION SPACE

A. Application for Space. For any newly constructed Central Office or any additional preexisting Central Office in which Interconnector desires to collocate, Interconnector shall submit to BellSouth a complete and accurate Application and Inquiry document substantially in the form attached hereto at Exhibit "C", together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Interconnector's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to Interconnector's Application in writing following the completion of review, planning and design activities no later than forty-five (45) business days following BellSouth's receipt of the Application. Provided, however, when any or all of the following activities are required, BellSouth will respond to Interconnector's Application in writing following the completion or review, planning and design activities no later than sixty (60) business days following BellSouth's receipt of the Application: asbestos abatement; major HVAC renovation, replacement or upgrade; major power plant renovation, replacement or upgrade; BellSouth equipment relocation. Such response will include written estimates on space availability, space preparation costs and BellSouth's anticipated dates by which it will make the Collocation Space ready for occupancy by Interconnector ("Space Turn-over Date").

B. Bona Fide Firm Order. Upon conclusion of negotiations between the Parties, Interconnector shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order (hereinafter "Firm Order") requires Interconnector to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Interconnector's Application/Inquiry. Space preparation activities for the Collocation Space will not begin until BellSouth receives the Firm Order and all applicable fees. BellSouth will begin Space Preparation design activities within seven (7) days of receipt of Interconnector's Firm Order. The Parties agree to hold and attend a joint planning meeting within fourteen (14) days of BellSouth's receipt of the Firm Order, at which time Interconnector shall provide its finalized equipment forecast, equipment layout, equipment heat dissipation, space requirements, and AC/DC power requirements. Interconnector's failure to provide such information may delay BellSouth's application for construction permit(s). Upon receipt of Interconnector's data, BellSouth shall promptly apply for and diligently pursue obtaining all permits necessary for construction of the Collocation Space. BellSouth will begin Space Preparation construction within seven (7) days of receipt of required construction permits from the local authority having jurisdiction. BellSouth shall complete Space Preparation activities within ninety (90) days of receipt of required construction permits from the local authority having jurisdiction, except when any or all of the following activities are required: asbestos abatement; major HVAC renovation, replacement or upgrade; major power plant renovation, replacement or upgrade; BellSouth equipment relocation.

BellSouth shall use its best efforts to diligently and continuously pursue the Space Preparation activities and the construction of the Collocation Space until completion.

C. Use of Certified Vendor. Interconnector shall select an equipment installation vendor which either (i) has been approved as a BellSouth Certified Vendor or (ii) is a vendor selected by Interconnector that has been certified by BellSouth as a Services Supplier for Detailed Engineering and Installation in accordance with BellSouth Telecommunications Publication IP73167, Issue D, December, 1996, to perform all engineering and installation work required in the Collocation Space. BellSouth shall

provide Interconnector with a written list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Interconnector's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Interconnector upon successful completion of installation. The Certified Vendor shall bill Interconnector directly for all work performed for Interconnector pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

D. Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Interconnector shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide Interconnector with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Interconnector.

E. Basic Telephone Service. Upon request of Interconnector, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

F. Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space (excluding the cost of any Collocation Space Enclosure construction) or support mechanisms which are reasonably required to accommodate physical collocation within the Central Office. Interconnector's pro rated share will be calculated by multiplying such costs by a percentage equal to the amount of square footage occupied by Interconnector divided by the total square footage of the collocation space available within the Central Office (the Space Preparation Fee set forth in Exhibit A). For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Interconnector of delays. Interconnector agrees BellSouth shall not be liable to Interconnector for delays in providing possession of the Collocation Space.

G. Space Enclosure. Upon request of Interconnector, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Interconnector may request enclosed floor space in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Interconnector for activities associated with the space enclosure construction.

H. Occupancy Date. BellSouth will make its best efforts to permit occupancy of the Collocation Space on the negotiated Space Turn-over Date and will advise Interconnector of delays.

I. Cancellation. If Interconnector cancels its order for the Collocation Space(s), Interconnector will reimburse BellSouth for any expenses reasonably incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Interconnector would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred. BellSouth shall refund all unused non-recurring fees that have been prepaid by Interconnector.

J. **Utilities.** The Collocation Space prepared by BellSouth shall include fully operational utility services having the size and capacity agreed upon by BellSouth and Interconnector, including without limitation, AC and DC electrical service, lighting, heating, air conditioning and ventilation. BellSouth shall provide Interconnector an uninterrupted -48V DC power supply. Interconnector shall pay for such utilities according to the rates contained in Exhibit A attached hereto and pursuant to Article V following.

V. RATES AND CHARGES

Interconnector shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

A. **Non-recurring Fees.** In addition to the Application Fee referenced in Article IV preceding, Interconnector shall remit payment of a Cable Installation Fee, Space Enclosure Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due on the later to occur of (i) 30 days following the Commencement Date or (ii) 30 days following Interconnector's receipt of a bill or invoice from BellSouth. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F, preceding. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure as prescribed in Article IV.G., preceding. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be billed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Interconnector in the Application Response.

B. **Floor Space.** The floor space charge includes all charges for the Collocation Space and for all lighting, heat, air conditioning, ventilation and other expenses associated with the use, operation and normal and usual repair and maintenance of the Central Office but does not include amperage necessary to power Interconnector's equipment. When the Collocation Space is enclosed by walls or other divider, Interconnector shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not so enclosed, Interconnector shall pay floor space charges based upon the number of square feet contained in a shadow print of Interconnector's equipment racks and POT bay, plus a factor of 2.50, representing Interconnector's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Interconnector first occupies the Collocation Space, whichever is sooner. BellSouth shall bill Interconnector according to the terms and conditions set forth in its F.C.C. Access Services Tariff, Section 2.4.

C. **Power.** Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interconnector's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Interconnector's certified vendor. The Interconnector's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional power plant or upgrade the existing power plant in a central office as a result of Interconnector's

request to collocate in that central office ("Power Plant Construction"), Interconnector shall pay its pro-rated share of all costs associated with the Power Plant Construction. Interconnector's pro-rated share will be calculated by multiplying the costs of the Power Plant Construction by that percentage of the additional power plant capacity created by the Power Plant Construction allocable solely to Interconnector's collocation in that central office. The determination of whether Power Plant Construction is necessary, shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify Interconnector of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. Interconnector shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. Interconnector shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Interconnector has the option to perform the Power Plant Construction itself, provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room upon termination of this Agreement Interconnector shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

D. Security Escort. A security escort will be required whenever Interconnector's employees, approved contractors or approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

E. Rate "True-Up". The Parties agree that the interim prices reflected herein for the rate elements listed in Exhibit A (the "Service(s)") shall be "true-up" (up or down) based on Final Prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each Service shall be multiplied by the volume of that Service purchased during the True-Up Period (as hereinafter defined) to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. For purposes of this Agreement, the True-Up Period shall mean that period of time commencing on the effective date of the aforesaid Commission final order or further agreement of the Parties and ending on the date that Interconnector begins paying Final Prices for services under this Agreement. If the Total Final Price is more than the Total Interim Price, Interconnector shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Interconnector. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

F. Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Interconnector will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

VI. INSURANCE

A. Interconnector shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

B. Interconnector shall maintain the following specific coverages:

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 ALL applicable policies as specified herein. Interconnector shall provide the coverages required hereunder pursuant to a Master General Liability policy or individual policies, as Interconnector, in its sole discretion, may elect.

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.

3. Interconnector 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.

C. The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Interconnector to at least such minimum limits as shall then be customary with respect to comparable collocation agreements entered into by BellSouth with similarly situated interconnecting parties at the same Central Office location.

D. All policies purchased by Interconnector 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 Central Office and shall remain in effect for the term of this Agreement or until all Interconnector's property has been removed from BellSouth's Central Office, whichever period is longer. If Interconnector fails to maintain required coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from the Interconnector.

E. Interconnector shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Interconnector shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Interconnector's insurance company. Notice of cancellation should be forwarded to:

BellSouth Telecommunications, Inc.
Attn.: Insurance Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

F. Interconnector 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.

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

VII. *MECHANICS LIENS*

If any mechanics lien or other liens shall be filed against property of BellSouth, 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 Interconnector or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the Interconnector, Interconnector shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. Interconnector shall also defend on behalf of BellSouth, at Interconnector's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Interconnector shall pay any damage and discharge any judgment entered thereon.

VIII. *INSPECTIONS*

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

IX. *SECURITY*

Only BellSouth employees, BellSouth certified vendors and authorized employees, agents or certified contractors of Interconnector will be permitted in the BellSouth Central Office. Interconnector 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 Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

X. INDEMNITY / LIMITATION OF LIABILITY

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Interconnector, any Interconnector customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement, for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by interconnector, by any interconnector customer or by any other persons or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by Interconnector resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Interconnector pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, Interconnector's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of Interconnector and claims for damages by BellSouth resulting from the failure of Interconnector to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service provided by Interconnector to its customers.

C. Neither Party shall be liable for damages to the other Party's terminal location, point of interconnection, or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.

D. No Consequential Damages - EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE X, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY AGREES TO HOLD HARMLESS THE OTHER PARTY AND SUCH OTHER PARTY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ALL SUCH DAMAGES. PROVIDED, HOWEVER, NOTHING

CONTAINED IN THIS ARTICLE X SHALL LIMIT A PARTY'S LIABILITY TO THE OTHER FOR (I) WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR FAILURE TO HONOR ONE OR MORE OF THE MATERIAL PROVISIONS OF THIS AGREEMENT IN ONE OR MORE MATERIAL RESPECTS; (II) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENT ACT OR OMISSION OR THAT OF ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS ARTICLE X LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

E. Obligation to Indemnify.

1. Each Party (the "Indemnifying Party") shall, and hereby agrees to, defend at the other Party's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) arising from any breach of any representation, warranty or covenant made by such indemnifying party in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions of the Indemnifying Party employees, agents and subcontractors.

2. Promptly after receipt of notice of any Claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article X, the Indemnitee shall promptly give written notice clearly referencing this Article X to the Indemnifying Party of such Claim or action, provided, however, the Indemnitee's failure to so notify the Indemnifying Party will not relieve the latter from any liability it may have to the Indemnitee except to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnitee shall cooperate, at the indemnifying Party's expense, with all reasonable requests made by the Indemnifying Party for assistance or information relating to such Claim or action. The Indemnitee will have the right to participate in the investigation, defense and settlement of such Claim or action, with separate counsel chosen and paid for by the Indemnitee. However, the Indemnifying Party will have the right to control the defense and settlement of such Claim or action.

F. Each Party's failure to perform under this Agreement shall be excused by labor strikes, civil commotion, criminal actions taken against them, acts of God, and other circumstances beyond their reasonable control.

G. The obligations of the Parties contained within this Article X shall survive the expiration of this Agreement.

XI. PUBLICITY

Interconnector agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and Interconnector further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

XII. DESTRUCTION OF COLLOCATION SPACE

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 Interconnector's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, 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 Interconnector's permitted use, or is damaged and the preceding option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Interconnector, except for improvements not the property of BellSouth, to diligently, continuously and in a good and workman-like manner, repair the damage and restore the Collocation Space to the same or substantially the same condition as it was in prior to such 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. Where allowed and where practical in the sole judgment of BellSouth, Interconnector may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Interconnector shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Interconnector's permitted use, until such Collocation Space is fully repaired and restored and Interconnector's equipment installed and operational therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

XIII. EMINENT DOMAIN

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and Interconnector shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

BellSouth's failure to furnish Interconnector with uninterrupted power supply), acts or omissions of carriers or any and all other causes beyond the party's control (each of the foregoing causes referred to herein as a "Force Majeure"); provided, however, (iii) the Party whose obligations are impaired under this Agreement shall execute its best efforts to remedy the effects of such Force Majeure, and (iv) all recurring charges will be suspended in a pro rated amount due to such Force Majeure during any period that the Collocation Space is not occupiable or is inaccessible as a result of the Force Majeure.

XVI. ASSIGNMENT

Interconnector acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Interconnector. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, provided that (i) the Parties will permit the addition of wholly-owned affiliates as parties hereto; and (ii) a Party may assign its rights or delegate its obligations hereunder without the consent of the other Party to a wholly-owned affiliate if such affiliate is, in the case of BellSouth, an authorized local exchange telephone carrier, or in the case of Interconnector, a licensed provider of radio telecommunications services, and provided further that the performance of any assignee shall be guaranteed by any such assignor. Interconnector may also assign its rights or obligations under this Agreement to a controlling parent or holding company without the consent of BellSouth.

XVII. NONEXCLUSIVITY

Interconnector understands that BellSouth may enter into similar collocation 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.

XVIII. NO IMPLIED WAIVER

No consent or waiver by either Party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the Party granting such consent or waiver.

XIX. NOTICES

Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Interconnector or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

BellSouth Telecommunications, Inc.
2872 Woodcock Boulevard, Suite 300
Atlanta, Georgia 30341

Attn: Abe Tache

To Interconnector:

POWERTEL/Atlanta, Inc.
1233 O. G. Skinner Drive
West Point, Georgia 31833

Attn: Jill F. Dorsey, Esq.
Vice President/General Counsel

Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

XX. RESOLUTION OF DISPUTES

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to (i) the construction, interpretation, legality or enforceability of any provision of this Agreement, (ii) the amount of any fees, rates or charges to Interconnector under this Agreement, or (iii) or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

XXI. SECTION HEADINGS

The section headings used herein are for convenience only, and shall not be deemed to constitute provisions of this Agreement.

XXII. AUTHORITY

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

XXIII. REVIEW OF AGREEMENT

The Parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and Interconnector and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

XXIV. ENTIRE AGREEMENT

This Agreement, together with all Exhibits attached hereto or added from time to time hereto pursuant to Article I.F hereof, contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and Interconnector and may not be modified or amended other than by a written instrument signed by both Parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

XXV. MISCELLANEOUS

A. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, all applicable federal laws, including without limitation the 96 Act (together with the Federal Communications Commission's rules and orders in effect implementing and interpreting said 96 Act), and the laws of the state of Georgia, without regard to its conflict of laws principles.

B. Severability. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed distinct, separate, and independent and shall be ineffective to the extent of such holding or determination without invalidating the remaining provisions of this Agreement in that jurisdiction; provided, however, BellSouth's obligations to provide operational Collocation Space to Interconnector and Interconnector's payment obligations to BellSouth are to be construed as mutually dependent covenants; provided, further, in the event of such a judicial or regulatory determination, the Parties agree to exercise good faith efforts to expeditiously negotiate an amendment to the Agreement to replace the unlawful, invalid or unenforceable provision with a lawful, valid, and enforceable provision giving effect to Parties' original intent.

C. No Joint Venture. Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

D. Remedies Cumulative and Nonexclusive. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

E. Survival. The following provisions of this Agreement survive its termination or expiration:

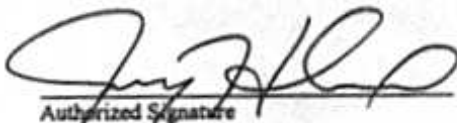
1. Article II.B (Reimbursement of BellSouth's Costs)
2. Article X. (Indemnification/Limitation of Liability);

3. and any other provision hereof that, by its terms or by reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

POWERTEL, INC., on behalf of itself and the following subsidiaries:
Powertel/Birmingham, Inc.
a Missouri corporation;
Powertel/Jacksonville, Inc.
a Delaware corporation;
Powertel/Memphis, Inc.
a Delaware corporation;
and Powertel/Atlanta, Inc.
a Delaware corporation



Authorized Signature

Jerry D. Hendrix

Print or Type Name

Director

Title

06/26/97

Date



Authorized Signature

Gowston ACHARAN

Print or Type Name

V.P. Engineering

Title

6/27/97

Date

Schedule of Rates and Charges

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C O)	\$3,850 00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C O)	\$1,600 00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C O)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500 00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750 00
Floor Space		
Zone A	RC (per square foot)	\$7.50
Zone B	RC (per square foot)	\$6.75
Power	RC (per amp)	\$5 00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects		
2-wire	RC (per cross-connect)	\$0.30
4-wire	RC (per cross-connect)	\$0.50
DS1	RC (per cross-connect)	\$8.00
DS3	RC (per cross-connect)	\$72.00
2-wire	NRC (first cross-connect)	\$19.20
4-wire	NRC (first cross-connect)	\$19.20
DS1	NRC (first cross-connect)	\$155.00
DS3	NRC (first cross-connect)	\$155.00
2-wire	NRC (each additional cross-connect)	\$19.20
4-wire	NRC (each additional cross-connect)	\$19.20
DS1	NRC (each additional cross-connect)	\$27.00
DS3	NRC (each additional cross-connect)	\$27.00
POT Bay		
2-wire	RC (per cross-connect)	\$0.40
4-wire	RC (per cross-connect)	\$1.20
DS1	RC (per cross-connect)	\$1.20
DS3	RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00

Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Security Escort		
Basic - first half hour	NRC-ICB	\$41 00
Overtime - first half hour	NRC-ICB	\$48 00
Premium - first half hour	NRC-ICB	\$55 00
Basic - additional half hour	NRC-ICB	\$25 00
Overtime - additional half hour	NRC-ICB	\$30 00
Premium - additional half hour	NRC-ICB	\$35 00

Notes

NRC: Non-recurring Charge - one-time charge

RC: Recurring Charge - charged monthly

ICB: Individual Case Basis - one-time charge

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee.
- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It covers costs associated with the shared physical collocation area within a central office, and includes survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among all collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested. The Space Preparation Fee shall be determined in accordance with the ICB pricing schedule set forth in BellSouth's Georgia General Subscriber Services Tariff Section A5 1.2 (Construction Charges).
- Space Enclosure Construction Fee.** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It covers the costs associated with providing an optional equipment arrangement enclosure, and includes architectural and engineering fees, materials, and installation costs. This fee is assessed in 100 square foot increments, with a minimum space enclosure size of 100 square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Interconnector for activities associated with the space enclosure construction, and this fee shall not be assessed.
- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be billed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth in the Application Response.

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
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Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

EXHIBIT C

Application and Inquiry Documents are attached as Exhibit "C" of this Agreement as follows:

Document: Expanded Interconnection Application and Firm Order Document (BSTEI-1-P)
Dated: March 21, 1997
Pages: 1 - 7

Document: Line by Line Instructions for Completion of the Expanded Interconnection
Application and Firm Order Document (BSTEI-1-P Ins.)
Date: March 21, 1997
Pages: 1-10

BellSouth Reference No. _____

EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT
DRAFTBSTEI-1-P
Page 1 of 7
3/21/97Mail complete BSTEI-1-P with appropriate fee(s) to:
BellSouth Telecommunications, Inc.
Your Name here, Collocation Coordinator
3535 Colonnade Parkway, E4E1 South
Birmingham, Alabama 35243Application Date _____
Firm Order Date _____

Issue Number 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9

1. CUSTOMER INFORMATION:

Company Name _____ ACNA _____

Company Address _____ City/State/Zip _____

Jurisdictions: IntraLata _____ Intrastate _____ Interstate _____

Signature date of local interconnection agreement with BellSouth: _____

Signature date of physical collocation agreement with BellSouth: _____

COLLOCATION COORDINATOR:

Name _____ E-mail/Internet Address _____

Telephone # _____ Pager # _____ Facsimile # _____

2. REQUESTED EIS LOCATION:

Wire Center Name _____ CLLI Code _____

Street Address _____ City/State/Zip _____

3. A SERVICE DATE is negotiated among the collocator, BellSouth, and the collocator-selected BellSouth certified engineering and installation vendor(s) during the Firm Order process. For planning purposes, you may indicate your desired service date for this arrangement: _____

4. TYPE OF INTERCONNECTION ACTIVITY:

- _____ Initial arrangement installation
- _____ Existing arrangement, equipment change and/or wiring changes
- _____ Existing arrangement, complete equipment disconnect and removal
- _____ Conversion of existing virtual arrangement to a physical arrangement
- _____ Interconnection of multiple collocation arrangements within this location

5. MULTIPLE COLLOCATION ARRANGEMENT INTERCONNECTION REQUIREMENTS:

Do you have existing virtual or physical collocation arrangement(s) in this location? Yes _____ No _____

Rack location(s) of existing virtual arrangement(s): _____

Rack location(s) of existing physical arrangement(s): _____

Do you plan to interconnect collocation arrangement(s) in this location? Yes _____ No _____

Type of cable to be used to interconnect collocation arrangements: Copper _____ Fiber _____

BellSouth Reference No. _____

**EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT
DRAFT**

BSTEI-1-P
Page 2 of 7
3/21/97

6. EQUIPMENT TO BE INSTALLED IN THE EIS LOCATION:

Does this equipment require an isolated ground plane? Yes _____ No _____

Complete columns 1 through 9. Duplicate this table as required to include all equipment to be installed. (The equipment listed below must be shown on an attached rack layout.)

1	2	3	4	5	6	7	8	9
QNTY	RACK NO. (A)	VENDOR/MANUFACTURE R & CONTACT NUMBER	MODEL NO.	DESCRIPTION	HEAT (WATTS)	WT (LBS) (B)	POWER REQ. (C, D)	NEBS YES / NO (E)

- A: Show rack number indicated in Item 7 on page 3.
- B: Complete this column for battery and non-NEBS compliant equipment only. Provide weight in pounds.
- C: For non-power equipment, assumes -48 volt DC unless otherwise specified. Indicate the maximum engineering load for each piece of power consuming equipment.
- D: For power equipment, specify AC voltage, amperage, and phase requirements.
- E: Does this equipment meet Bell Communications Research Technical Reference TR-NWT-000063, Network Equipment-Building Systems (NEBS), Issue 4 and The National Electric Code requirements? Enter YES or NO. If NO, attach a separate document listing specific explanations for each equipment type and reasons for NEBS and/or National Electric Code noncompliance.
- Additional information:** Describe any unique characteristics of the equipment, i.e., unusual weight. Attach separate sheet(s) to provide this information.

**EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT
DRAFT**

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Page 3 of 7
3/21/97

7. EQUIPMENT RACK/BAY REQUIREMENTS:

Completion of this section is not required if enclosure option is selected with one exception. This section must always be completed for battery plant and/or non-NEBS compliant equipment shown in item 6.

- _____ Rack(s) for initial equipment installation.
 _____ Add rack(s) to existing arrangement. Existing rack location: _____
 _____ Rack addition not required for this application.

	RACK 1	RACK 2	RACK 3	RACK 4	RACK 5	RACK 6	RACK 7	RACK 8
WIDTH								
DEPTH								
HEIGHT								
LOCATION								
EQUIPMENT OVERHANG *	F R	F R	F R	F R	F R	F R	F R	F R

* Equipment Overhang: F = Front, R = Rear. Indicate the number of inches that the equipment depth exceeds the rack depth on the front and/or rear of the rack, if applicable.

8. ENGINEERING AND INSTALLATION VENDOR(S): Complete for Firm Order.

	BST Certified Vendor Name	BST Certified Vendor Contact	BST Certified Vendor Phone Number
Engineering			
Installation			

9. PHYSICAL COLLOCATION OPTIONS:

- Collocator owned fiber entrance facilities _____ Yes _____ No
 Equipment enclosure _____ Yes _____ No
 Enclosure to be constructed by BellSouth _____ Yes _____ No

10. FLOOR SPACE REQUIREMENTS: _____ square feet

Provide via attachment additional information which will aid BellSouth's understanding of the space requirements for the equipment to be placed in the location. Note: BellSouth will determine the actual floor and space configuration based on the collocator's equipment requirements and space availability in each central office.

BellSouth Reference No. _____

**EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT
DRAFT**

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3/21/97

11. FIBER CABLE INFORMATION:

A. Complete the table below for each fiber entrance cable to be installed.

- _____ Fiber entrance cable(s) for initial installation.
 _____ Add fiber entrance cable(s) to existing arrangement.
 _____ Fiber entrance cable not required for this application.

Cable #	Outside diameter (in.)	Size of fiber cable	Weight (lb/kft)	Metallic/Dielectric	Cable Tensile Load (lb/f)

Note 1: Outside plant cable must meet the requirements in Bellcore GR-20-CORE or TR-NWT-000020.

Note 2: If multiple entry is requested, please show 2 cables on the fiber entrance cable table. Multiple entry availability will be provided in response to an application.

B. Complete the table below for each fiber riser cable to be installed.

- _____ Fiber riser cable(s) for initial installation.
 _____ Add fiber riser cable(s) to existing arrangement.
 _____ Fiber riser cable not required for this application.

Cable #	Outside diameter (in.)	Size of fiber cable	Weight (lb/kft)	Sheath Type	Cable Tensile Load (lb/f)
				Dielectric	
				Dielectric	

Note 1: Pre-terminated, dielectric, fire retardant riser cable should be provided. Riser cable must meet the requirements in Bellcore GR-409-CORE. Riser cable should be pre-terminated in a fiber optic splicing shelf utilizing SC connectors.

Note 2: If multiple entry is requested, please show 2 cables on the riser cable table. Multiple entry availability will be provided in response to an application.

- C. Additional information: _____ Multiple entry points requested.
 _____ Microwave entrance requested.

BellSouth Reference No. _____

EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT
DRAFTBSTEI-1-P
Page 5 of 7
3/21/97

12. EQUIPMENT WIRING REQUIREMENTS:

Initial installation _____ Equipment Addition _____ Wiring changes _____

Enter the number of DS0 2 wire, DS0 4 wire, DS0 Equivalents (applicable in Florida only), DS1, DS3, and/or fiber lowspeed equipment ports that will be wired to the POT.

DS0 2 Wire	DS0 4 Wire	DS0 Equivalent Connections	DS1 Connections	DS3 Connections	Fiber Connections

Note: It is recommended that all lowspeed ports not used for connection to other equipment be wired to the POT.Do you plan to order local trunks and/or unbundled loops to interconnect to this physical arrangement?
_____ Yes _____ No (A signed agreement between BellSouth and your company is required for interconnection of unbundled loops into a collocation arrangement.)

Additional information:

13. CONTACT INFORMATION:

EQUIPMENT WIRING INFORMATION: Name _____

Telephone # _____ Pager # _____ Facsimile # _____

TECHNICAL INFORMATION: Name _____

Telephone # _____ Pager # _____ Facsimile # _____

LOCAL COORDINATION: Name _____

Telephone # _____ Pager # _____ Facsimile # _____

BUILDING SECURITY - SPACE ACCESS: Name _____

Telephone # _____ Pager # _____ Facsimile # _____

BellSouth Reference No. _____

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14. DESIGN LAYOUT RECORD (DLR) CONTACT INFORMATION:**A: DLR CONTACT INFORMATION - EQUIPMENT IDENTIFICATION CIRCUIT:**

DLR Contact Name/Title: _____ Telephone #: _____

 I have mechanized DLR capability via a DRC code. Enter DRC code: _____

 I do not have mechanized DLR capability via a DRC code. Enter the full mailing address of your design contact shown above. (Contact your Account Executive for information about mechanized DLR capability.)

Address _____

City/State/Zip _____

B: DLR CONTACT INFORMATION - TIE CARRIER(S):

DLR Contact Name/Title: _____ Telephone #: _____

 I have mechanized DLR capability via a DRC code. Enter DRC code: _____

 I do not have mechanized DLR capability via a DRC code. Enter the full mailing address of your design contact shown above. (Contact your Account Executive for information about mechanized DLR capability.)

Address _____

City/State/Zip _____

15. BILLING INFORMATION:

BAN (Billing Account Number - Provided by BellSouth): _____

Billing Name _____
(Indicate the legal business name as it should appear on the monthly billing statement.)

Bill Department/Title _____

Bill Address _____ City/State/Zip _____

Billing Contact Name _____

Address _____

Telephone Number: _____ Facsimile Number _____

List Billing Account Number(s) for other BellSouth communication service(s): _____

BellSouth Reference No. _____



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16. BELL SOUTH ACCOUNT EXECUTIVE:

Name _____ Telephone Number _____

17. TECHNICAL COMPLIANCE:

Applicant certifies that equipment is in compliance with industry standards as described in Bell Communications Research Technical Reference TR-NWT-000063, Network Equipment-Building Systems (NEBS), Issue 4 and the National Electric Code.

I hereby certify that the equipment listed on page 2 of this document meets the industry standards for safety and compatibility. For equipment which is noncompliant with NEBS, attached is documentation which describes the equipment, and any exceptions or deviations from the above standards.

Name _____ Title _____

Company _____

Signature _____

Date _____

18. ATTACHMENTS: List attachments and the number of pages for each attachment. Provide rack equipment drawings for the floor plan layout.

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The Application and Firm Order Document (BSTEI-1-P), appropriate fee(s), and required technical documentation should be mailed to:

**BellSouth Telecommunications, Inc.
Your Account Representative, Collocation Coordinator
3535 Colonnade Parkway, Room 0000
Birmingham, Alabama**

Make checks payable to: BellSouth

BellSouth Reference Number - Provided by BellSouth. This reference number will be provided to the collocator when the inquiry is responded to by BellSouth, and must be included in future references to this Expanded Interconnection arrangement project.

Application Date - BellSouth enters the date when the application fee, and a bona fide BSTEI-1-P are received. An application and application fee must be submitted per request, per location. Mail the application document and fee(s) to the address listed above.

Firm Order Date - BellSouth enters the date when the appropriate fee(s), a revised bona fide BSTEI-1-P and all supporting technical documentation are submitted to place a Firm Order for Expanded Interconnection. Mail the firm order document and fee(s) to the address listed above.

Issue Number - The initial inquiry will be numbered issue 1. The first revision will be numbered issue 2. Subsequent revisions will be sequentially numbered. Circle the issue number for this document.

1. CUSTOMER INFORMATION:

Enter the legal business name and address of your company.
Enter the Bellcore-assigned Access Customer Name Abbreviation (ACNA). (Contact your BellSouth Account Team for assistance.)

Indicate the jurisdictions in which your company is a Telecommunications Service Provider. Indicate by entering the date of signature if you have a signed local interconnection agreement with BellSouth. The local interconnection agreement must be on file with the state regulatory authority in the state in which you want physical collocation and/or unbundled loops interconnected into a collocation arrangement. If a local interconnection agreement has not been signed, enter the expected local interconnection agreement date. Enter NA (Not Applicable) if you will not be providing local service.
Indicate by entering the date of signature if you have a signed physical collocation agreement with BellSouth. If a physical collocation agreement has not been signed, enter the expected physical collocation agreement date.

COLLOCATION COORDINATOR: Enter the name, telephone number, facsimile number, pager number and e-mail/Internet address of the person who prepares the application, and who will be the primary coordinator for this collocation arrangement project.

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2. **REQUESTED EIS LOCATION:**

Enter the requested EIS location by wire center name, the first eight characters of the Common Language Location Identification Code (CLLI), street address, city, state, and zip code. (See the F. C. C. No. 4 National Exchange Carrier Association (NECA) Tariff or Bellcore Practice BR 795-1XX-100 for central office information.)

3. A **SERVICE DATE** is negotiated. BellSouth's intervals for Space Preparation, Enclosure Construction (as applicable) and critical dates are negotiated among the applicant, BellSouth and the chosen BellSouth Certified Vendor during the first joint Coordination Meeting. Collocator may proceed with equipment installation once space preparation and enclosure construction are complete. For planning purposes, you may indicate your desired service date.

4. **TYPE OF INTERCONNECTION ACTIVITY:**

Indicate the type of interconnection activity being ordered on this application.

Initial Arrangement Installation: This is the initial arrangement installation at this location.

Existing Arrangement, Equipment Change and/or wiring changes: Your company has an existing EIS arrangement in this location and desires to add, replace or remove equipment, and/or modify wiring.

Existing Arrangement, Complete Equipment Disconnect and Removal: Your company has an existing EIS arrangement in this location and desires to disconnect and remove all equipment and cable (owned by your company.)

Conversion of existing virtual arrangement to a physical arrangement: Your company has an existing virtual collocation arrangement in this location that you want to convert to a physical collocation arrangement.

Interconnection of multiple collocation arrangements within this location: Your company has an existing virtual or physical collocation arrangement in this location that is to be connected to the collocation arrangement placed via this application.

5. **MULTIPLE COLLOCATION ARRANGEMENT INTERCONNECTION REQUIREMENTS:**

Provide the requested information regarding your existing virtual or physical arrangements in this location. Provide the rack locations for each arrangement. Indicate the type of cable that you will use to interconnect your collocation arrangements.

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6. EQUIPMENT TO BE INSTALLED IN THE EIS LOCATION:

Indicate if the equipment to be installed requires an isolated ground plane. All collocated equipment is assumed to consist of integrated ground systems. Applications requesting to collocate equipment requiring an isolated ground plane will require special review to determine if all grounding requirements can be met. Note: If switching equipment requiring isolated ground plane is being installed for this arrangement, the collocator is responsible for placing power distribution cabinet(s) to distribute power to isolated ground plane equipment.

Complete columns 1 through 9. Duplicate this table as required to include all equipment to be installed. Complete the table for each item of equipment to be placed in the EIS location. Include all equipment that is required to support multiple fiber cable entrances, as applicable. The equipment listed must be shown on an attached rack layout.

1	2	3	4	5	6	7	8	9
QNTY	RACK NO. (A)	VENDOR/MANUFACTURER & CONTACT NUMBER	MODEL NO.	DESCRIPTION	HEAT (WATTS)	WT. (LBS) (B)	POWER REQ (C, D)	NEBS YES / NO (E)

1. **Qty** - Quantity - Enter the quantity of the equipment to be installed.
2. **Rack No.** - Enter the rack number (shown in item 7) for mounting this equipment.
3. **Vendor/Manufacturer & Contact Number** - Enter the vendor's name and telephone number.
4. **Model Number** - Enter the model number of the equipment.
5. **Description** - Enter the functional description of the equipment.
6. **Heat Dissipation (Watts)** - Enter the heat dissipation in watts for each fully equipped item.
7. **WT.** - Weight - Complete this column for battery and non-NEBS compliant equipment only. Provide weight in pounds.
8. **Power Requirements** - Enter the power requirements of the equipment. For non-power equipment, assumes -48 volt DC unless otherwise specified. Indicate the maximum engineering load for each piece of power consuming equipment. For power equipment, specify AC voltage, amperage, and phase requirements.
9. **NEBS Compliance** - Does this equipment meet Bell Communications Research Technical Reference TR-NWT-000063, Network Equipment Building Systems (NEBS), Issue 4 and The National Electric Code requirements? Enter a YES or NO. If NO, attach a separate document listing specific explanations for each equipment type and reasons for NEBS and/or Electric Code noncompliance.

Additional information: Describe any unique characteristics of the equipment, such as unusual weight. Attach separate sheet(s) to provide this information.

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7. EQUIPMENT RACK/BAY REQUIREMENTS:

Completion of this section is not required if enclosure option is selected with one exception. This section must always be completed for battery plant and/or non-NEBS compliant equipment shown in item 6.

Check "Racks for initial equipment installation" if this is the initial application for this location. Check "Add rack(s) to existing arrangement" if you have an existing EIS arrangement in this location and you are adding additional racks on this application. Provide rack location for existing arrangement. For "Add racks", show only the new racks to be added on the table. Check "Rack addition not required for this application" if this is a subsequent application and additional racks are not required.

Complete the table, showing the dimensions of the racks/bays to be installed in the location. Please note: Standard rack depth in BellSouth locations is 12 inches. It is strongly recommended that collocator provided racks conform to this standard when the enclosure option is not selected. Rack height varies by location. Collocator-provided racks must conform to the BellSouth rack height in the requested location. Rack depth and height for the requested location will be provided in response to an application.

Provide the front (F) and rear (R) equipment overhang in inches for the equipment to be installed in each rack, if the equipment will exceed the depth of the rack in which it is mounted.

8. ENGINEERING AND INSTALLATION VENDOR(S):

Complete for Firm Order. Provide vendor selection for equipment and installation of transmission, switching and power equipment. Indicate the name, address and telephone number of the BellSouth certified engineering and installation vendor(s) that will be performing the equipment engineering and installation at the EIS location. If a single vendor is selected to perform both functions, specific contact numbers should be furnished for each function. If multiple vendors are selected, please duplicate this table and complete for each vendor selected.

9. PHYSICAL COLLOCATION OPTIONS:

Indicate if you plan to place private fiber entrance facilities or if you plan to use BellSouth's fiber entrance facilities. Expanded Interconnection allows for private fiber entrance facilities and equipment owned by third parties to be placed in the location and interconnected to BellSouth's tariffed services via cross-connects. Service Interconnection allows equipment owned by third parties to be placed in the location and interconnected to BellSouth tariff services without the use of private fiber entrance facilities.

Indicate if you require an enclosure to surround your collocation arrangement. If YES, indicate if you will purchase the enclosure construction from BellSouth.

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10. FLOOR SPACE REQUIREMENTS:

Indicate the total floor space requirements. If an enclosure is not desired, indicate the space requirements of your rack mounted equipment. For the enclosure option, the enclosure will be a minimum of 100 square feet, and is available in additional increments of 50 square feet. It is suggested that a drawing be attached for further clarification of space requirements. Note: BellSouth will determine the actual floor and space configuration based on the collocator's equipment requirements and space availability in each central office.

11. FIBER CABLE INFORMATION:

A. Complete the table below for each fiber entrance cable to be installed. An example is provided.

Check "Fiber entrance cable(s) for initial installation" if this is the initial application for this location. Check "Add fiber entrance cable(s) to existing arrangement" if you have an existing EIS arrangement in this location and you are adding additional fiber entrance cable(s) on this application. For "Add fiber entrance cable", show only the new fiber entrance cable(s) to be added on the table below. Check "Fiber entrance cable(s) not required for this application" if fiber entrance cable(s) are not required.

Cable # - Enter a "1" for the first cable to be placed, a "2" for the second, etc.
Outside diameter - Enter the outside diameter of the cable measured in inches.
Size of fiber cable - Enter the number of fibers contained in the cable.
Weight (lb/kft) - Enter the weight in pounds per kilofeet of the cable.
Metallic/Dielectric - Enter the sheath type for each cable.
Cable Tensile Load - Enter the Cable Tensile Load.

Cable #	Outside diameter (in.)	Size of fiber cable	Weight (lb/kft)	Metallic/Dielectric	Cable Tensile Load (lb/f)
1	0.5	96 pair	330	Metallic	600

Note 1: Outside plant cable must meet the requirements in Bellcore GR-20-CORE or TR-NWT-000020.

Note 2: If multiple entry is requested, please show 2 cables on the fiber entrance cable table. Multiple entry availability will be provided in response to an application.

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11. **FIBER CABLE INFORMATION:** Continued from page 5.

B. Complete the table below for each fiber riser cable to be installed. An example is provided.

Check "Fiber riser cable(s) for initial installation" if this is the initial application for this location. Check "Add fiber riser cable(s) to existing arrangement" if you have an existing EIS arrangement in this location and you are adding additional fiber riser cable(s) on this application. (See note 3 below.) For "Add fiber riser cable", show only the new fiber riser cable(s) to be added on the table below. Check "Fiber riser cable not required for this application" if fiber riser cable(s) are not required.

Cable # - Enter a "1" for the first cable to be placed, a "2" for the second, etc.

Outside diameter - Enter the outside diameter of the cable measured in inches.

Size of fiber cable - Enter the number of fibers contained in the cable.

Weight (lb/kft) - Enter the weight in pounds per kilofeet of the cable.

Sheath Type - Riser cable must be dielectric.

Cable Tensile Load - Enter the Cable Tensile Load.

Cable #	Outside diameter (in.)	Size of fiber cable	Weight (lb/kft)	Sheath Type	Cable Tensile Load (lb/f)
1	0.7	96 pair	400	Dielectric	600

Note 1: Pre-terminated, dielectric, fire retardant riser cable should be provided. Riser cable must meet the requirements in Bellicore GR-409-CORE. Riser cable should be pre-terminated in a fiber optic splicing shelf utilizing SC connectors.

Note 2: If multiple entry is requested, please show 2 cables on the riser cable table. Multiple entry availability will be provided in response to an application.

Note 3: If this application is for a subsequent collocation arrangement in a central office, additional riser cables may be required if the placement of the equipment for the subsequent order is not contiguous with the existing arrangements. BellSouth will notify the collocator on the inquiry response if additional riser cables are required.

C. Additional information - Provide additional information about the cable(s) or cable routing, if applicable. Use this space to notify BellSouth of your request for multiple entry points and/or microwave entrance facilities.

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12. EQUIPMENT WIRING REQUIREMENTS:

Indicate if this is the initial installation, an equipment addition to an existing arrangement, or if this request is for wiring changes only.

Enter the number of DS0 2 wire, DS0 4 wire, DS0 Equivalents (applicable in Florida only), DS1, DS3, and/or fiber lowspeed equipment ports that will be wired to the POT (Point of Termination).

DS0 2 Wire	DS0 4 Wire	DS0 Equivalent Connections	DS1 Connections	DS3 Connections	Fiber Connections

Note 1: It is recommended that all lowspeed ports not used for connection to other equipment be wired to the POT.

Indicate your plans to order local trunks and/or unbundled loops to interconnect to this physical arrangement. An Unbundled Loop, is an active transmission facility which provides connectivity from other transport in a central office to the customer premise. The loop does not include the interoffice element, although it can be connected to an interoffice element. The loop can be connected into a collocator's space, either directly as voice grade (if the collocator's space is in the same serving central office), or multiplexed into a higher order transmission system. A signed agreement between BellSouth and your company is required for interconnection of unbundled loops into a collocation arrangement.

Additional information: Enter comments regarding this information, if applicable.

13. CONTACT INFORMATION:

EQUIPMENT WIRING INFORMATION: Enter the name, telephone number, and facsimile number of the person BellSouth can contact regarding information entered in item 12.

TECHNICAL INFORMATION: Enter the name, telephone number, facsimile number and pager number of the person BellSouth can contact regarding information entered in items 4 through 11.

LOCAL COORDINATION: Enter the name, telephone number, facsimile number and pager number of your company's local coordinator at the selected location for the EIS arrangement.

BUILDING SECURITY - SPACE ACCESS: Enter the name, telephone number, facsimile and pager number of your company's contact for EIS location access security.

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14. **DESIGN LAYOUT RECORD (DLR) CONTACT INFORMATION:**

The design contact identifies the employee to be contacted on design/engineering matters and to whom the DLR will be sent. A DLR will be issued for 1) one "JACM" equipment identification circuit per POT bay 2) the T1TIE, and T3TIE carrier systems between the POT and the BellSouth DSX panels and 3) the BellSouth provided DS1(s) for DS0 Equivalent Cross Connects. There will not be an official DLR issued for the DS0 interface cable and pair facility, but BellSouth will issue a spreadsheet designating the cable and pair arrangement in relation to the DS0 POT terminal layout. The cable and pair information will be sent to the same person designated for the TIE DLR's. If the design contact for the equipment identification circuit(s) is different from the design contact for the TIE circuit(s), the DLR for each circuit type can be sent to separate locations designated by you. Use 14 A to provide design contact information for the equipment identification circuit. Use 14 B to provide design contact information for the TIE circuit(s).

A. DLR CONTACT INFORMATION - EQUIPMENT IDENTIFICATION CIRCUIT:

Enter the name and telephone number of your design contact for the equipment identification circuit.

Indicate if you have mechanized DLR capability. Enter the Design Routing Code (DRC). The DRC is a three digit alpha/numeric code that identifies the routing for mechanized DLRs. If you do not have mechanized DLR capability, enter the paper mailing address (include room number, floor) for the design contact. DLRs will be provided mechanically, via the DRC code, or a paper copy will be mailed to the address you provide.

B: DLR CONTACT INFORMATION - TIE CARRIER(S):

Enter the name and telephone number of your design contact for the TIE carrier(s). Indicate if you have mechanized DLR capability. Enter the Design Routing Code (DRC). The DRC is a three digit alpha/numeric code that identifies the routing for mechanized DLRs. If you do not have mechanized DLR capability, enter the paper mailing address (include room number, floor) for the design contact. DLRs will be provided mechanically, via the DRC code, or a paper copy will be mailed to the address you provide.

Note! Please be sure the DRC code provided is correct. An incorrect code will result in improper distribution of the DLR, possibly causing a delay in the initial ordering of service.

If you do not have mechanized DLR capability, and would like information on how to obtain mechanized DLR capability, contact your Account Executive.

15. **BILLING INFORMATION:**

Indicate the legal business company name and address as it should appear on the monthly billing statement to be submitted by BellSouth to your company for this EIS arrangement. Provide a contact name, telephone number and facsimile number to be contacted regarding bill payment, discrepancies, etc. List billing account numbers established for other communication service(s) provided by BellSouth.

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16. BELLSOUTH ACCOUNT EXECUTIVE:

Enter the name and telephone number of your BellSouth Account Executive.

17. TECHNICAL COMPLIANCE:

Signature, title and date are required at end of the document. Each subsequent issue of the BSTEI-1-P must also be signed.

Applicant certifies that equipment is in compliance with industry standards as described in Bell Communications Research Technical Reference TR-NWT-000063, Network Equipment Building Systems (NEBS), Issue 4 and the National Electric Code.

Questions regarding this application should be directed to your Account Team.

18. ATTACHMENTS:

Provide via attachment additional information which will aid BellSouth's understanding of the space requirements for the racks and equipment to be placed in the location. Additional information would include special needs, such as front and back access to equipment, doors on the storage units, aisle space requirements, AC outlets, if equipment is to be prewired, etc. Provide rack equipment drawings for the floor plan layout. Provide drawings of the rack(s) and equipment showing all perspectives - top, side, front, back. Drawings should include all equipment shown in Item 6.

If this is your company's first application for physical collocation, you must attach a complete and fully executed copy of your negotiated interconnection agreement.

List all attachments and the number of pages of each attachment.