

ORIGINAL

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 DIRECT TESTIMONY OF DAVID THIERRY

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET No. 980800-TP

5 SEPTEMBER 10, 1998

6

7 Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH  
8 BELL SOUTH TELECOMMUNICATIONS, INC.

9

10 A. My name is David Thierry. My business address is 675 West Peachtree  
11 Street, Atlanta, Georgia 30375. I am employed by BellSouth  
12 Telecommunications, Inc. ("BellSouth" or "the Company") as Manager -  
13 Interconnection Services Pricing.

14

15 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

16

17 A. My education includes a Bachelor of Arts in Economics from Emory  
18 University, Atlanta, Georgia in June of 1985. My professional career with  
19 BellSouth spans over ten years and includes experience in the  
20 development of service cost studies, the development of tariffs, and  
21 physical collocation contract negotiations. I am also responsible for  
22 developing interpretations of the provisions within physical collocation  
23 contracts.

24

1 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
2 SERVICE COMMISSION?

3

4 A. No, I have not testified previously in any proceedings.

5

6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

7

8 A. The purpose of my testimony is to address issues raised resulting from a  
9 *joint issue identification meeting between BellSouth and Supra*  
10 *Telecommunications and Information Systems, Inc. ("Supra") pursuant to*  
11 *Florida Public Service Commission Docket No. 980800-TP. Specifically, I*  
12 *will address Issues 1, 3B, 3C, and 5 in this docket. As such, my testimony*  
13 *will focus on BellSouth's requirement to provide for physical collocation*  
14 *arrangements to Supra, pursuant to the terms and conditions of the*  
15 *Collocation Agreement between BellSouth and Supra ("Agreement"),*  
16 *specifically with regard to the North Dade Golden Glades and West Palm*  
17 *Beach Gardens BellSouth Central Offices.*

18

19 **ISSUE 1. IS BELLSOUTH REQUIRED TO PROVIDE PHYSICAL**  
20 **COLLOCATION IN THE GOLDEN GLADES AND WEST PALM BEACH**  
21 **GARDENS CENTRAL OFFICES PURSUANT TO THE COLLOCATION**  
22 **AGREEMENT BETWEEN BELLSOUTH AND SUPRA?**

23

24 Q. PURSUANT TO THE COLLOCATION AGREEMENT BETWEEN  
25 BELLSOUTH AND SUPRA, IS BELLSOUTH REQUIRED TO PROVIDE

1           PHYSICAL COLLOCATION IN ITS CENTRAL OFFICES IN ALL  
2           CIRCUMSTANCES?

3

4   A.    No. There is no provision of the Agreement that imposes an obligation on  
5           BellSouth to fulfill each and every request for a physical collocation  
6           arrangement requested by Supra. The terms and conditions of the  
7           Agreement are limited to those instances where BellSouth has adequate  
8           space available to provide physical collocation. The Agreement  
9           specifically contemplates space being available. The introductory  
10          provisions of the Agreement state the conditions under which the  
11          agreement is entered into, specifically "Whereas, BellSouth has space  
12          available in its Central Office(s) which Interconnector desires to utilize." A  
13          copy of the Agreement is attached as Exhibit DT-1.

14

15   Q.    WHAT OCCURRED WHEN SUPRA SUBMITTED APPLICATIONS FOR  
16          SPACE IN BELLSOUTH'S FLORIDA CENTRAL OFFICES?

17

18   A.    Between May 2, 1998 and May 16, 1998, Supra submitted applications to  
19          BellSouth for physical collocation arrangements in seventeen (17) Central  
20          Offices in Florida. On May 6, 1998, BellSouth responded to Supra, via  
21          electronic mail, stating that BellSouth did not have space available for  
22          physical collocation in two (2) of the seventeen (17) central offices,  
23          specifically, the North Dade Golden Glades and West Palm Beach  
24          Gardens Central Offices. A copy of this response is attached as Exhibit  
25          DT-2. BellSouth's response was pursuant to the requirements of the

1 Agreement. Section IV.A of the Agreement (Exhibit DT-1) requires the  
2 response to include "space availability." BellSouth's response was also  
3 consistent with the FCC's First Report and Order which states:

4 ¶ 575: "Incumbent LECs are not required to physical collocate  
5 equipment in locations where not practical for technical reasons or  
6 because of space limitations..."

7  
8 **ISSUE 3 (B). IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL**  
9 **COLLOCATION FOR SUPRA IN THE GOLDEN GLADES AND WEST**  
10 **PALM BEACH GARDENS CENTRAL OFFICES? IF NOT, WHAT**  
11 **OBLIGATION, IF ANY, DOES BELLSOUTH HAVE UNDER THE**  
12 **COLLOCATION AGREEMENT TO MAKE SPACE AVAILABLE AT**  
13 **THESE TWO CENTRAL OFFICES TO PERMIT PHYSICAL**  
14 **COLLOCATION BY SUPRA?**

15  
16 Q. UNDER THE COLLOCATION AGREEMENT, DOES BELLSOUTH HAVE  
17 AN OBLIGATION TO RENOVATE OR ADD TO THE CENTRAL OFFICE  
18 TO MAKE SPACE AVAILABLE TO PERMIT PHYSICAL COLLOCATION  
19 BY SUPRA?

20  
21 A. No. BellSouth is not obligated under the Agreement to renovate or add to  
22 the central office to accommodate Supra's request. As to the section of  
23 the Agreement that speaks to renovation or upgrade to Central Office  
24 space or support mechanisms (Section IV.F of the Agreement), this  
25 renovation or upgrade will only be performed in those Central Offices that

1 have space available for physical collocation. The renovations and  
2 upgrades contemplated in the Agreement are renovation or upgrades,  
3 where space is available, to accommodate the collocation of equipment in  
4 a BellSouth Central Office by a party that is not BellSouth. On the issue  
5 of renovation or construction of additional space, the Agreement is in  
6 compliance with the FCC's First Report and Order which states:

7 ¶ 585: "We [FCC] further conclude that LECs should not be  
8 required to lease or construct additional space to provide physical  
9 collocation to interconnectors when existing space has been  
10 exhausted."

11  
12 **ISSUE 3 (C). IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL**  
13 **COLLOCATION FOR SUPRA IN THE GOLDEN GLADES AND WEST**  
14 **PALM BEACH GARDENS CENTRAL OFFICES? IF THERE IS AN**  
15 **OBLIGATION TO MAKE SPACE AVAILABLE TO SUPRA, HOW**  
16 **SHOULD THE COSTS BE ALLOCATED?**

17  
18 Q. **ISSUE 3 (C) IS CONCERNED WITH HOW COSTS SHOULD BE**  
19 **ALLOCATED IF BELL SOUTH WERE OBLIGATED UNDER THE**  
20 **AGREEMENT TO MAKE SPACE AVAILABLE TO SUPRA IN CENTRAL**  
21 **OFFICES WHERE NO SUCH SPACE EXISTS. HOW DO YOU**  
22 **RESPOND?**

23

1 A. BellSouth has no obligation under the Agreement to provide collocation  
2 space where no such space is available. Therefore, the question of cost  
3 allocation is not relevant.  
4

5 **ISSUE 4. IN WHAT TIME FRAME IS BELL SOUTH REQUIRED TO**  
6 **PROVIDE PHYSICAL COLLOCATION TO SUPRA PURSUANT TO THE**  
7 **COLLOCATION AGREEMENT?**  
8

9 Q. HOW DO YOU RESPOND TO ISSUE 4 REGARDING PHYSICAL  
10 COLLOCATION PROVISIONING TIME FRAMES PURSUANT TO THE  
11 AGREEMENT?  
12

13 A. BellSouth is bound only by the requirement of the Agreement (Section  
14 IV.F of Exhibit DT-1) to "make reasonable efforts to provide for occupancy  
15 of the collocation space on the negotiated date and will advise  
16 Interconnector of delays." BellSouth individually negotiates the specific  
17 interval for each collocation request based on a number of factors. As  
18 discussed in Mr. Mayes and Mr. Milner's written testimony, several  
19 mitigating factors that are outside BellSouth's control, such as permitting  
20 interval, local building code interpretation and unique construction  
21 requirements, affect the provision interval.  
22

23 The Florida Public Service Commission has issued guidelines regarding  
24 the time frames to provide physical collocation space in Florida (Order  
25 No. PSC-96-1579-FOFTP). Although the Commission's Order was an

1 arbitration order between parties that did not include Supra, BellSouth  
2 uses the Commission's Order as a guideline when providing physical  
3 collocation space to all collocators in Florida. BellSouth believes it is  
4 operating within the parameters of the Commission's guidelines by  
5 negotiating time periods on a per request basis. The Commission, in  
6 Order No. PSC-98-0595-PCO-TP, issued on April 27, 1998, stated that:

7 "As stated in the Order, the parties may reach an agreement as to  
8 the time for a particular request. The purpose of the three month  
9 time frame is to serve as a guideline of what we consider  
10 reasonable. We find that our Order is clear as to our intent that the  
11 parties to a request for collocation would attempt to resolve any  
12 problems with that time frame on a case by case basis, and would  
13 only come to use if they were unable to resolve their problems."

14 BellSouth uses best efforts to complete Supra's collocation installations,  
15 and indeed all collocation installations in Florida, as soon as possible  
16 and, when feasible, within the three month interval prescribed in the  
17 Florida Commission's Order.

18  
19 **ISSUE 5. PURSUANT TO THE COLLOCATION AGREEMENT, WHAT**  
20 **TELECOMMUNICATIONS EQUIPMENT CAN AND WHAT**  
21 **TELECOMMUNICATIONS EQUIPMENT CANNOT BE PHYSICALLY**  
22 **COLLOCATED BY SUPRA IN BELL SOUTH'S CENTRAL OFFICES?**

23

1 Q: PURSUANT TO THE COLLOCATION AGREEMENT, WHAT TYPES OF  
2 EQUIPMENT IS SUPRA AUTHORIZED TO PLACE IN ITS PHYSICAL  
3 COLLOCATION ARRANGEMENTS?  
4

5 A: Section III.A of the Agreement, executed by Mr. Ramos (Supra) on July  
6 21, 1998, states that "BellSouth shall permit Interconnector to place,  
7 maintain, and operate in the Collocation Space any equipment that  
8 Interconnector is authorized by BellSouth and by Federal or State  
9 regulators to place, maintain, and operate in collocation space and that is  
10 used by Interconnector to provide services which Interconnector has the  
11 legal authority to provide." BellSouth permits the placement of equipment  
12 in physical collocation arrangements where such equipment is utilized for  
13 the purposes of providing telecommunications services through  
14 interconnection or through access to unbundled network elements. Even  
15 though neither federal nor state regulators require the placement of  
16 switching equipment in physical collocation arrangements, BellSouth has  
17 voluntarily authorized the placement of such equipment in physical  
18 collocation arrangements located within its central offices. As discussed  
19 in Mr. Milner's written testimony, BellSouth does not permit the collocation  
20 of equipment that will be used only to provide enhanced services or  
21 information services.  
22

23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?  
24

25 A. Yes.



# **Collocation Agreement**

**By and Between**

**BellSouth Telecommunications, Inc.**

**and**

**Supra Telecommunications and Information Systems,  
Inc.**

**Florida**

## BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this 24th day of July, 1997, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Supra Telecommunications and Information Systems, Inc. ("Interconnector") a (corporation) organized and existing under the laws of the State of Florida;

### WITNESSETH

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

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 to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Interconnector and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Interconnector's expense, a wall or other 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 installing, maintaining and operating Interconnector's equipment (to include testing and monitoring equipment) 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 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 the Collocation Space to any third party. 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 shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

## II. **TERM OF AGREEMENT**

A. **Term.** 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.

B. **Commencement Date.** The "Commencement Date" shall be the first day after Interconnector's equipment becomes operational as described in Article II.B, following

C. **Occupancy.** BellSouth will notify Interconnector that the Collocation Space is ready for occupancy. Interconnector must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. 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 BellSouth shall have no further obligations to Interconnector with respect to said Collocation Space. Termination of Interconnector's 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 cross-connected to BellSouth's network for the purpose of service provision.

D. **Termination.** Interconnector may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Interconnector at its expense shall remove its equipment and other property from the Collocation Space. Interconnector shall have thirty (30) 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. 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 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. Interconnector may elect to enclose the Collocation Space. 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), 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 the 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. 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, 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 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 direct Interconnector to cure the violation within twenty-four (24) hours or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If Interconnector fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, 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. 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 cost of any such specialized alterations shall be paid by Interconnector.

#### IV. **ORDERING AND PREPARATION OF COLLOCATION SPACE**

A. Application for Space. Interconnector shall submit to BellSouth a complete and accurate Application and Inquiry document, 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. Such response will include estimates on space availability, space preparation costs and space availability dates.

B. Bona Fide Firm Order. 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 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 Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Interconnector's Application/Inquiry. Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

C. Use of Certified Vendor. Interconnector shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Interconnector with a 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 or support mechanisms which is required to accommodate physical collocation. Interconnector's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Interconnector divided by the total Central Office square footage receiving renovation or upgrade. 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. Cancellation. If Interconnector cancels its order for the Collocation Space(s), Interconnector will reimburse BellSouth for any expenses 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.

## 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 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 thirty (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. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed 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 charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with 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 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 multiplied by the shadow print, which represents 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.

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 DC power plant or upgrade the existing DC 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 all costs associated with the Power Plant Construction. 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 a collocator 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 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 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. 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 fifteen million dollars (\$15,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than fifteen million dollars (\$15,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

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 occupancy of BellSouth structures.

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 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 or agents 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. Interconnector shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of Interconnector, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Interconnector shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by Interconnector, its agents or employees.

B. BellSouth shall not be liable to Interconnector for any interruption of Interconnector's service or for interference with the operation of Interconnector's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and Interconnector shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

## **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 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 repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. 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 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.

**XIV. FORCE MAJEURE**

Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

**XV. ASSIGNMENT**

Interconnector acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Interconnector. Interconnector may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

**XVI. NONEXCLUSIVITY**

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

**XVII. 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.

**XVIII. 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:

3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243  
ATTN: OLEC Account Team

To Supra Telecommunications and:  
Information Systems, Inc.:

269 Giralda Avenue  
Suite 203  
Coral Gables, FL 33134  
ATTN: O.A. Ramos

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.

**XIX. RESOLUTION OF DISPUTES**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement 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.

**XX. SECTION HEADINGS**

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

**XXI. 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.

**XXII. 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.

**XXIII. ENTIRE AGREEMENT**

This Agreement 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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.



Authorized Signature

Jerry Hendrix

Print or Type Name

Director

Title

Date

07/24/97

INTERCONNECTOR  
(Full Company Name)



Authorized Signature

O. A. Amos

Print or Type Name

CEO

Title

Date

July 21st, 1997



**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> |
|---------------------------------|-----------------------|---------------|
| <b>Security Escort</b>          |                       |               |
| 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 recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 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. In this event, the contractor shall directly bill Interconnector for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered 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 shall be provided by BellSouth in the Application Response.

**EXHIBIT B**

**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:**

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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:**

MESSAGE  
Subject: Physical Collocation  
Creator: Nancy K. Nelson /AL, BRHM07

Dated: 5/6/98 at 11:35  
Contents: 2

Item 1

FROM: Nancy K. Nelson /AL, BRHM07 { Undisplayable address parts }  
TO: David A. Nilson /internet,mime (dnilson@stis.com)  
CC: Susan M. Arrington /AL, BRHM03 { Undisplayable address parts }  
Wayne Carnes /AL, BRHM03 { Undisplayable address parts }  
Marcus B. Cathey /AL, BRHM06  
William D. French /AL, BRHM03 { Undisplayable address parts }  
Bob Mcrae /AL, BRHM04 { Undisplayable address parts }  
John Reinke /Internet,mime (jreinke@stis.com)  
John Rienke /internet,mime (jrienke@stis.com)  
Pat R. Solin /FL, MIAM02 { Undisplayable address parts }  
Gretchen A. Temple /AL, BRHM03 { Undisplayable address parts }  
BCC: Amanda J. Grant /AL, BRHM04 { Undisplayable address parts }  
Pam A. Tipton /AL, BRHM04 { Undisplayable address parts }

Item 2

Dear David,

BellSouth has in hand four Supra Telecom and Information Systems applications for Physical Collocation to the following Florida wire centers:

1. NDADFLGG - North Dade Golden Glades
2. WPBHFLGR - West Palm Beach Gardens
3. MIAMFLPL - Miami Palmetto
4. ORLDFLMA - Orlando Magnolia

On April 9, 1998, I spoke with John Reinke regarding the applications Supra intended to place with BellSouth. At that time, I informed John that BellSouth had in place Physical Collocation Exemptions due to no space availability in the wire centers known as NDADFLGG and the WPBHFLGR. In addition, I also advised John, that I was expecting to be informed that no space would be further available to the MIAMFLPL wire center.

At this time, BellSouth has determined no space is available to the MIAMFLPL wire center. While Physical Space is not available at this time, Supra Telecom and Information Systems may apply for Virtual Collocation following the terms, conditions and rates found in the Virtual Expanded Interconnection Service tariff. As you may be aware, Virtual Collocation permits only transmission equipment installation. I note that each of the Supra applications show switch equipment, which BellSouth only permits the installation of into Physical Collocation Service sites. Virtual Collocation Applications forms have previously been provided to Supra, however if you need a copy of the BellSouth Virtual application please let me know and we will see that you have it provided.

This, therefore leaves only the one application for Physical Collocation to the ORLDFLMA wire center available to be processed. In review of this application it is on hold until the following corrections and clarifications of the following information is provided to BellSouth:

Item 4: Supra indicates the in Item A an equipment enclosure is not desired and in Item B that Supra does not want BellSouth to construct an enclosure. However, Supra provides a request for 500 square feet of enclosed floor space. Does Supra want 500 square feet of enclosed or unenclosed floor space? If the answer is unenclosed then Supra will only be provided the floor space displaced according to the details of the racking information provided and a maintenance and aisle factor (according to the terms of your Physical Collocation Agreement) calculation. An unenclosed space is made available in the Physical Collocation Common Area, therefore, BellSouth determines the design and placement of cable racking for such arrangements. Detail rack drawings are necessary to accompany the application for an unenclosed space.

Item 7: Supra has answered Yes to Item 7A3 for integrated ground power. When answering this item the instructions ask the applicant to then proceed to Item

7C. In the request for information Item 7C only shows TBD (to be determined). In order for BellSouth to evaluate and determine an interval, cost estimate and to provide Supra with appropriate power to your arrangement this information must be known at the time of application. Please review Section 7C and advise which choices Supra wishes to select for Power following Item 7C1 or Item 7C2 instructions.

Item 9: Supra indicates a desire to interconnect with other collocation arrangements during the initial installation, yet no identification of who Supra will interconnect with is shown. If on the initial application Supra wishes to interconnect with other collocation arrangements, then Supra must indicate who they are to interconnect with. BellSouth will then determine cable distances and such.

Item 11: Supra indicates on this initial application to wire 150 DS0, 25 DS1 and 2 DS3. BellSouth suggests that Supra consider wiring to the capacity of the equipment installation. The billing for the cross connect arrangements ride the service as Supra orders service to the designated cross connect and not with the initial wiring out. To add new BellSouth cross connections requires Supra to place Augmentations to the arrangement following the placement of an application and appropriate application fee payment.

The ORLDFLMA application is not considered Bona Fide and acceptable for processing until the information is provided to BellSouth. Supra indicates a desired space acceptance date of 6/24/1998. At this time BellSouth cannot proceed with the application until these critical details are resolved and provided. There is a thirty (30) business day response interval for individual Physical Collocation application inquires from the point of a Bona Fide application.

In addition, I need to also discuss with you how to handle the check which is for \$15,400.00 (four times the Physical Collocation Application Fee of \$3850.00). In light of the current space available conditions to three of the four sites, perhaps Supra would prefer to provide BellSouth with a new check in the amount of \$3,850.00 and then we can exchange the initial check to Supra.

As you may also know, BellSouth will accept applications for Physical Collocation without Supra having a Physical Collocation Agreement in place with BellSouth. However, for the application to proceed into the project phase known as Firm Order, Supra will need to have an executed Physical Collocation Agreement in place with BellSouth. Please advise me if Supra has an agreement in place or is in the process of negotiating for an agreement.

I am available at 205.977.1136 if you would like to further discuss collocation.

Thank you,

Nancy Nelson