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January 7, 2002

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

020026-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Telepak Networks, Inc pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Telepak Networks, Inc are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Telepak Networks, Inc . The initial agreement between the companies was filed in Docket 011641-TP, on December 10, 2001, and will be deemed effective by operation of law on March 13, 2002. This amendment replaces Attachment 4 of the original agreement in its entirety.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Telepak Networks, Inc within 90 days of its submission. The Act provides that 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 agree that neither of these reasons exist as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on April 8, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Telapak Networks, Inc. and BellSouth Telecommunications, Inc., dated November 5, 2001 for the state(s) of Alabama, Florida, Louisiana, Mississippi and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	96
TOTAL	96

Amendment to
Agreement between
BellSouth Telecommunications, Inc. and
Telepak Networks, Inc.
dated March 16, 2001

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Telepak Networks, Inc. ("Telepak Networks") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement (the "Agreement") between BellSouth and Telepak Networks dated March 16, 2001, as amended by that Amendment to the Interconnection Agreement between Telepak Networks and BellSouth dated July 9, 2001, and as further amended by that certain Amendment to Interconnection Agreement between Telepak Networks and BellSouth also dated July 9, 2001, as further amended by that certain Amendment to Agreement between BellSouth and Telepak Networks dated July 31, 2001, as further amended by that certain Amendment to Agreement between BellSouth and Telepak Networks dated October 10, 2001.

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

1. Attachment 4, Physical Collocation, of the Agreement is hereby replaced in its entirety with Attachment 4, Physical Collocation, attached hereto as Exhibit 1 and by reference made a part of this Amendment.
2. All of the other provisions of the Agreement, dated March 16, 2001 shall remain in full force and effect.
3. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: *Gregory R. Follensbee*

Name: Gregory R. Follensbee

Title: Senior Director

Date: 11/5/01

Telepak Networks, Inc.

By: *Gregg Logan*

Name: Gregg Logan

Title: Vice President

Date: 11/2/01

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when Telepak Networks is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 **Right to Occupy.** BellSouth shall offer to Telepak Networks collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows Telepak Networks to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Telepak Networks and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

- 1.2.1 In all states other than Florida, the size specified by Telepak Networks may contemplate a request for space sufficient to accommodate Telepak Networks' growth within a two-year period.

- 1.2.1.1 In the state of Florida, the size specified by Telepak Networks may contemplate a request for space sufficient to accommodate Telepak Networks' growth within an eighteen (18) month period.

- 1.3 **Space Allocation.** BellSouth shall attempt to accommodate Telepak Networks' requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Telepak Networks' cost or materially delay Telepak Networks occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Telepak Networks wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete

equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Telepak Networks will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. Telepak Networks shall use the Collocation Space for the purposes of installing, maintaining and operating Telepak Networks' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing unbundled network elements, for the provision of telecommunications services as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and Charges. Telepak Networks agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Notification
 - 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Telepak Networks to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
 - 2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Telepak networks of the amount of space that is available.

- 2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Telepak Networks of the amount of space that is available.
- 2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Telepak Networks of the amount of space that is available.
- 2.2 Space Availability Report. Upon request from Telepak Networks, BellSouth will provide a written report (“Space Availability Report”) describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.2.1 The request from Telepak Networks for a Space Availability Report must be written and must include the Premises and Common Language Location Identification (“CLLP”) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Telepak Networks and inform Telepak Networks of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Telepak Networks that BellSouth has no available space in the requested Premises (“Denial of Application”), BellSouth will allow Telepak Networks, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth’s affiliates

have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Telepak Networks to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of the telecommunications carriers on said waiting list. Telepak Networks must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 Business days) of such notification or notify BellSouth in writing within that time that Telepak Networks wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Telepak Networks does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Telepak Networks from the waiting list. Upon request, BellSouth will advise Telepak Networks as to its position on the list.
- 2.6 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Telepak Networks that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that

jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

- 3.1 **Cageless.** BellSouth shall allow Telepak Networks to collocate Telepak Networks' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Telepak Networks to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Telepak Networks' equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Telepak Networks must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.
- 3.2 **Cages.** BellSouth shall construct enclosures in compliance with Telepak Networks' collocation request. At Telepak Networks' request, BellSouth shall permit Telepak Networks to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.3 When Telepak Networks subcontracts the construction, Telepak Networks must arrange with a contractor certified by BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Telepak Networks' sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Telepak Networks and Telepak Networks' Certified Contractor must comply with the more stringent local building code requirements. Telepak Networks' BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Telepak Networks and provide, at Telepak Networks' expense, all documentation, including architectural drawings, necessary for Telepak Networks to obtain the zoning, permits and/or other licenses. BellSouth shall pass onto Telepak networks the costs of providing the documentation. The BellSouth Certified Contractor shall bill Telepak Networks directly for all work performed for Telepak Networks pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Telepak Networks must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Telepak Networks' locked enclosure prior to notifying Telepak Networks.

- 3.3.1 BellSouth may elect to review Telepak Networks' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Telepak Networks indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Telepak Networks has indicated their desire to construct their own enclosure. If Telepak Networks's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Telepak Networks's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Telepak Networks to remove or correct within seven (7) calendar days at Telepak Networks' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.4 Shared (Subleased) Caged Collocation. Telepak Networks may allow other telecommunications carriers to share Telepak Networks' caged collocation arrangement pursuant to terms and conditions agreed to by Telepak Networks ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Telepak Networks shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Telepak Networks that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Telepak Networks.
- 3.4.1 Telepak Networks, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Telepak Networks shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access-to unbundled network elements.

- 3.4.2 Telepak Networks shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Telepak Networks' Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Telepak Networks and in conformance with BellSouth's design and construction specifications. Further, Telepak Networks shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should Telepak Networks elect such option, Telepak Networks must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Telepak Networks and Telepak Networks' BellSouth Certified Contractor must comply with the more stringent local building code requirements. Telepak Networks' BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Telepak Networks' BellSouth Certified Contractor shall bill Telepak Networks directly for all work performed for Telepak Networks pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Telepak Networks' BellSouth Certified Contractor. Telepak Networks must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Telepak Networks' locked enclosure prior to notifying Telepak Networks.
- 3.5.2 Telepak Networks must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Telepak Networks' plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require Telepak Networks to remove or correct within seven (7) calendar days at Telepak Networks' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.5.3 Telepak Networks shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (“HVAC”), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Telepak Networks’ option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Telepak Networks’ BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.
- 3.6 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Telepak Networks to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. Telepak Networks shall use the Collocation Space consistent with the FCC rules and regulations, and as such shall not use collocation space solely for cross-connecting to other carriers.
- 3.6.1 The CCXC, shall be provisioned through facilities owned by Telepak Networks. Such connections to other carriers may be made using either optical or electrical facilities. Telepak Networks may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Telepak Networks may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Telepak Networks is responsible for ensuring the integrity of the signal.
- 3.6.2 Telepak Networks shall be responsible for obtaining authorization from the other CLEC(s) involved. Telepak Networks must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Telepak Networks-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Telepak Networks may have the option of constructing its own dedicated support structure.
4. Occupancy
- 4.1 Commencement Date. The “Commencement Date” shall be the day Telepak Networks’ equipment becomes operational as described in Section 4.2 following.
- 4.2 Occupancy. BellSouth will notify Telepak Networks in writing that the Collocation Space is ready for occupancy. Telepak Networks must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. BellSouth may, at its option, not accept orders for interconnected service until

receipt of such notice. For purposes of this paragraph, Telepak Networks' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:
- 4.3.1 Telepak Networks may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.2 Upon termination of occupancy, Telepak Networks at its expense shall remove its equipment and other property from the Collocation Space. Telepak Networks shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Telepak Networks' Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Telepak Networks shall continue payment of monthly fees to BellSouth until such date as Telepak Networks has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Telepak Networks or Telepak Networks' Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Telepak Networks or Telepak Networks' Guest at Telepak Networks' expense and with no liability for damage or injury to Telepak Networks or Telepak Networks' Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Telepak Networks' right to occupy Collocation Space, Telepak Networks shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Telepak Networks except for ordinary wear and tear, unless otherwise agreed to by the Parties. Telepak Networks shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.
5. Use of Collocation Space
- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services,

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

- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Telepak Networks' failure to comply with this section.
- 5.1.3 Telepak Networks shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Telepak Networks submits an application for terminations that exceed the total capacity of the collocated equipment, Telepak Networks will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.4 Telepak Networks shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.5 Telepak Networks shall place a plaque or other identification affixed to Telepak Networks' equipment necessary to identify Telepak Networks' equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Telepak Networks may elect to place Telepak Networks-owned or Telepak Networks-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Telepak Networks will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Telepak Networks will provide and install a sufficient length of fire

retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Telepak Networks' equipment in the Collocation Space. In the event Telepak Networks utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Telepak Networks must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Telepak Networks is responsible for maintenance of the entrance facilities. At Telepak Networks' option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Telepak Networks with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Telepak Networks' arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. Telepak Networks may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Telepak Networks' collocation arrangement within the same BellSouth Premises. Telepak Networks must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Telepak Networks-provided riser cable. If Telepak Networks desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Telepak Networks' 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. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Telepak Networks shall be responsible for providing, and a supplier certified by BellSouth ("Telepak Networks' BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Telepak Networks or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Telepak Networks' option and expense, a Point of Termination ("POT") bay or frame

may be placed in the Collocation Space, but will not serve as the demarcation point. Telepak Networks must make arrangements with a Certified Supplier for such placement.

- 5.3.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Telepak Networks'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. For connections to BellSouth's network, the demarcation point shall be a Telepak Networks provided Point of Termination Bay (POT Bay) in a common area within the Premises. Telepak Networks shall be responsible for providing, and a supplier certified by BellSouth ("Telepak Networks's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Telepak Networks's collocation space and the demarcation point. Telepak Networks or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Telepak Networks desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.4 Telepak Networks' Equipment and Facilities. Telepak Networks, or if required by this Attachment, Telepak Networks' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Telepak Networks which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Telepak Networks and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Telepak Networks at least 48 hours before access to the Collocation Space is required. Telepak Networks may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Telepak Networks will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, Telepak Networks shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Telepak Networks agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Telepak Networks or Telepak Networks' Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Telepak Networks

and returned to BellSouth Access Management within 15 calendar days of Telepak Networks' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Telepak Networks agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Telepak Networks employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Telepak Networks or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.6.1 Lost or Stolen Access Keys. Telepak Networks shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Telepak Networks shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Telepak Networks shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Telepak Networks violates the provisions of this paragraph, BellSouth shall give written notice to Telepak Networks, which notice shall direct Telepak Networks to cure the violation within forty-eight (48) hours of Telepak Networks' actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Telepak Networks fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Telepak Networks' equipment. BellSouth will endeavor, but is not required, to provide notice to Telepak Networks prior to taking such action and shall have no liability to Telepak Networks for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Telepak Networks fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Telepak Networks or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Telepak Networks shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by Telepak Networks in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Telepak Networks at any time. Any damage caused to the Collocation Space by Telepak Networks' employees, agents or representatives during the removal of such property shall be promptly repaired by Telepak Networks at its expense.
- 5.9 Alterations. In no case shall Telepak Networks or any person acting on behalf of Telepak Networks make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Telepak Networks. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to subsection 6.2.2.
- 5.10 Janitorial Service. Telepak Networks shall be responsible for the general upkeep of the Collocation Space. Telepak Networks shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
6. Ordering and Preparation of Collocation Space
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Telepak Networks that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this

Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Application for Space. Telepak Networks shall submit an application document when Telepak Networks or Telepak Networks' Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For Telepak Networks or Telepak Networks' Guest(s) initial equipment placement, Telepak Networks shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Telepak Networks' Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event Telepak Networks or Telepak Networks' Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), Telepak Networks shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Telepak Networks in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by Telepak Networks for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required and the pre-paid fee shall be refunded to Telepak Networks. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Telepak Networks within 30 calendar days following Telepak Networks' receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.2.3 Space Preferences. If Telepak Networks has previously requested and received a Space Availability Report for the Premises, Telepak Networks may submit up to three (3) space preferences on their application identifying specific space identification numbers

as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the Telepak Networks 's preference(s), Telepak Networks may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

6.3 Application Response.

- 6.3.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.2 In South Carolina and Mississippi, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.3 In Tennessee, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Telepak Networks to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Telepak Networks submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.3.5 In Georgia when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.6 In Louisiana when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.4 Application Modifications.
- 6.4.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Telepak Networks or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Telepak Networks an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. Major changes such as requesting additional space or adding equipment may require Telepak Networks to resubmit the Application with an Application Fee.
- 6.5 Bona Fide Firm Order.
- 6.5.1 In Alabama, Kentucky, North Carolina, and Tennessee, Telepak Networks shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when Telepak Networks has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to Telepak Networks’ Bona Fide Application.

- 6.5.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Telepak Networks shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Telepak Networks' Bona Fide Application or the Application will expire.
- 6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Telepak Networks' Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.5.4 BellSouth will permit one accompanied site visit to Telepak Networks' designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Telepak Networks.
- 6.5.5 Telepak Networks must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Telepak Networks desires access to the Collocation Space. Telepak Networks may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Telepak Networks desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Telepak Networks to access the Collocation Space, accompanied by a security escort at Telepak Networks's expense. Telepak Networks must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.6 Construction and Provisioning
- 6.6.1 In Alabama (Caged Only), Kentucky and North Carolina, BellSouth will complete construction for collocation arrangements within within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Telepak Networks submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Telepak Networks submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals

may be extended by one (1) additional month. In the event Telepak Networks submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Telepak Networks at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 6.6.2 To be considered a timely and accurate forecast, Telepak Networks must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit 1 attached hereto, containing the following information: Central Office/Serving Wire Center, CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.6.3 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.6.4 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Telepak Networks cannot agree upon a completion date, within forty-five(45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.6.5 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation

arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 6.6.6 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.6.7 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative

provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 6.6.8 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.6.9 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Telepak Networks installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Telepak Networks or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 6.7 Joint Planning. Joint planning between BellSouth and Telepak Networks will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Telepak Networks during joint planning.
- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. Telepak Networks will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Telepak Networks. BellSouth will correct any deviations to Telepak Networks' original or jointly amended requirements

within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 6.10 Use of BellSouth Certified Supplier. Telepak Networks shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Telepak Networks and Telepak Networks' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Telepak Networks must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Telepak Networks with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Telepak Networks' 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 Telepak Networks upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Telepak Networks directly for all work performed for Telepak Networks pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Telepak Networks or any supplier proposed by Telepak Networks. All work performed by or for Telepak Networks shall conform to generally accepted industry guidelines and standards.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Telepak Networks shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Telepak Networks' Collocation Space. Upon request, BellSouth will provide Telepak Networks with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Telepak Networks. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of Telepak Networks, 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.
- 6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Telepak Networks may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Telepak Networks, such information will be provided to Telepak Networks in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Telepak Networks within 180 calendar days of BellSouth's written denial of Telepak Networks' request for physical collocation, (ii)

BellSouth had knowledge that the space was going to become available, and (iii) Telepak Networks was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Telepak Networks may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Telepak Networks must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 6.13.1 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit A. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 6.13.2 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 6.13.3 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 6.14 Cancellation. If, at anytime prior to space acceptance, Telepak Networks cancels its order for the Collocation Space(s), Telepak Networks will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. Telepak Networks will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.15 Licenses. Telepak Networks, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of said Application Fee will be due as dictated by Telepak Networks' current billing cycle and is non-refundable.

7.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by Telepak Networks.

7.2 Space Preparation.

7.2.1 Recurring Charges. The recurring charges for space preparation begin on the date Telepak Networks executes the written document accepting the collocation space pursuant to section 4 or on the date Telepak Networks first occupies collocation space, whichever is first. If Telepak Networks fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Telepak Networks for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

7.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Telepak Networks shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Telepak Networks opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Telepak Networks as prescribed in this Section 7.7.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Telepak Networks shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Telepak Networks opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Telepak Networks as prescribed in this Section 7.7.

7.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the

Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Telepak Networks opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Telepak Networks as prescribed in this Section 7.7.

- 7.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Telepak Networks on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Telepak Networks opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Telepak Networks as described in this Section 7.7.
- 7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Telepak Networks shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Telepak Networks shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Telepak Networks' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Telepak Networks shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 7.7.1 The recurring charges for floor space begin on the date Telepak Networks executes the written document accepting the collocation space pursuant to section 4 or on the date Telepak Networks first occupies collocation space, whichever is first. If Telepak Networks fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Telepak Networks for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power for Telepak Networks' Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Telepak Networks' option within the Premises.

- 7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Telepak Networks' equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Telepak Networks' BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Telepak Networks' BellSouth Certified power Supplier. Telepak Networks is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Telepak Networks' equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Telepak Networks must provide BellSouth a copy of the engineering power specification prior to the day on which Telepak Networks' equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Telepak Networks' arrangement area. Telepak Networks shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Telepak Networks' arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Telepak Networks shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Telepak Networks has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Telepak Networks' dedicated power plant results in construction of a new power plant room, upon termination of Telepak Networks' right to occupy collocation space at such site, Telepak Networks shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.8.3 If Telepak Networks elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Telepak Networks' DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Telepak Networks' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Telepak Networks' BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Telepak Networks' option, Telepak Networks may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 7.8.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Telepak Networks's equipment or space enclosure. Telepak Networks shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Telepak Networks's arrangement and terminations of cable within the collocation space.
- 7.8.5 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Telepak Networks's arrangement area.
- 7.8.6 In Louisiana, Telepak Networks has the option to purchase power directly from an electric utility company. Under such an option, Telepak Networks is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by Telepak Networks must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Telepak Networks in provisioning said power will be billed on an ICB basis.
- 7.9 Security Escort. A security escort will be required whenever Telepak Networks or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Telepak Networks shall pay for such half-hour charges in the event Telepak Networks fails to show up.
- 7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 7.11 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by Telepak Networks' current billing cycle. Telepak Networks will pay a late payment charge as specified in the current State Tariff.

8. Insurance
- 8.1 Telepak Networks shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of B ++ X (B ++ ten).
- 8.2 Telepak Networks shall maintain the following specific coverage:
 - 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
 - 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Telepak Networks' real and personal property situated on or within BellSouth's Central Office location(s).
 - 8.2.4 Telepak Networks 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.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Telepak Networks to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Telepak Networks shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Telepak Networks' property has been removed from BellSouth's Premises, whichever period is longer. If Telepak Networks fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Telepak Networks.
- 8.5 Telepak Networks shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Telepak Networks shall arrange for BellSouth to receive thirty (30) days' advance notice of cancellation from

Telepak Networks' insurance company. Telepak Networks shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 Telepak Networks 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.
- 8.7 Self-Insurance. If Telepak Networks' net worth exceeds five hundred million dollars (\$500,000,000), Telepak Networks may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Telepak Networks shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Telepak Networks in the event that self-insurance status is not granted to Telepak Networks. If BellSouth approves Telepak Networks for self-insurance, Telepak Networks shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Telepak Networks' corporate officers. The ability to self-insure shall continue so long as the Telepak Networks meets all of the requirements of this Section. If the Telepak Networks subsequently no longer satisfies this Section, Telepak Networks is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Telepak Networks to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
9. Mechanics Liens
- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Telepak Networks), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been

filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

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

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this Section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Telepak Networks will be permitted in the BellSouth Premises. Telepak Networks shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or the areas in or around the premises. The photo identification card shall bear, at a minimum, the employ's name and photo, and the Telepak Networks' name. BellSouth reserves the right to remove from its Premises any employee of Telepak Networks not possessing identification issued by Telepak Networks or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Telepak Networks shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Telepak Networks shall be solely responsible for ensuring that any Guest of Telepak Networks is in compliance with all subsections of this Section 11.

11.1.1 Unless otherwise specified, Telepak Networks will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Telepak Networks employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Telepak Networks employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Telepak Networks shall not be required to perform this investigation if an affiliated company of Telepak Networks has performed an investigation of the Telepak

Networks employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Telepak Networks has performed a pre-employment statewide investigation of criminal history records of the Telepak Networks employee for the states/counties where the Telepak Networks employee has worked and lived for the past five years, or where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 11.1.2 Telepak Networks will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Telepak Networks shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Telepak Networks shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Telepak Networks personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Telepak Networks chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Telepak Networks may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 Telepak Networks shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 Telepak Networks shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each Telepak Networks employee or agent hired by Telepak Networks within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Agreement, Telepak Networks shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Telepak Networks will disclose the nature of the convictions to BellSouth at that time. In the alternative, Telepak Networks may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 11.1.6.1 For all other <Telepak Networks employees requiring access to a BellSouth Premises pursuant to this Attachment, <Telepak Networks shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 11.1.7 At BellSouth's request, Telepak Networks shall promptly remove from BellSouth's Premises any employee of Telepak Networks BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Telepak Networks is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BellSouth reserves the right to interview Telepak Networks' employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Telepak Networks' Security contact of such interview. Telepak Networks and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Telepak Networks' employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Telepak Networks for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Telepak Networks' employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Telepak Networks for BellSouth property which is stolen or damaged where an investigation determines the culpability of Telepak Networks' employees, agents, or contractors and where Telepak Networks agrees, in good faith, with the results of such investigation. Telepak Networks shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Telepak Networks shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

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

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Telepak Networks' permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Telepak Networks' 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 Telepak Networks, 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. Telepak Networks may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Telepak Networks' acceleration of the project increases the cost of the project, then those additional charges will be incurred by Telepak Networks. Where allowed and where practical, Telepak Networks may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Telepak Networks shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Telepak Networks' permitted use, until such Collocation Space is fully repaired and restored and Telepak Networks' equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Telepak Networks has placed an Adjacent Arrangement pursuant to Section 3.5, Telepak Networks shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in

advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Telepak Networks shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

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

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00
PE1SJ	Space Preparation Fees Firm Order Processing*		NA	\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.24	NA
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.01	NA
PE1SM	Common Systems Modifications – Caged*	Per cage	\$102.16	NA
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
	Power			

PE1PL	-48V DC Power*	Per fused amp	\$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.63	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.26	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.89	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.99	NA
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		\$.031	\$33.68/\$31.79
PE1P4	4-wire		\$.062	\$33.63/\$31.67

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	DS-1		\$1.28	\$52.93/\$39.87
PE1P3	DS-3		\$16.27	\$51.99/\$38.59
PE1F2	2-fiber		\$3.23	\$52.00/\$38.60
PE1F4	4-fiber		\$5.73	\$64.54/\$51.14
	Security Fees			
PE1AX	Security System*	Per central office	\$54.14	NA
PE1A1	New Access Card Activation*	Per card	\$0.0607	\$46.20/ \$46.20 – Disconnect \$8.72/\$8.72
PE1AA	Administrative change, existing card*	Per card	NA	\$15.40
PE1AR	Replace lost or stolen card*	Per card	NA	\$45.02
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested	NA	\$2,150.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	NA	Initial/Subsequent \$1518.57/ \$976.22 – Disconnect \$265.99
PE1CD	VG/DS0 Cable	Per cable record	NA	\$653.81 – Disconnect \$378.24
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$9.62 – Disconnect \$11.79

PE1C1	DS1	Per T1TIE	NA	\$4.50 – Disconnect \$5.52
PE1C3	DS3	Per T3TIE	NA	\$15.75 – Disconnect \$19.32
PE1CB	Fiber Cable	Per cable record	NA	\$168.97 – Disconnect \$154.25

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96
	Co-Carrier Cross Connects (CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0026	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0038	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$535.37
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$535.37
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$1555.00 – Disconnect \$0.99
PE1JA	Space charge	Per square foot	\$0.2542	NA
PE1JC	Electrical facility charge	Per linear foot	\$5.44	NA
	Cross Connects	Per cross connect		
PE1P2	2-Wire		\$0.0598	\$24.95/\$23.97 – Disconnect \$12.80/\$11.67
PE1P4	4-Wire		\$0.1196	\$25.14/\$24.11 – Disconnect \$13.18/\$11.96
PE1P1	DS1		\$1.04	\$44.19/\$32.13 – Disconnect \$12.94/\$11.82
PE1P3	DS3		\$14.12	\$41.93/\$30.69 – Disconnect \$14.72/\$12.05
PE1F2	2-Fiber		\$2.39	\$41.93/\$30.69 –

PE1F4	4-Fiber		\$4.57	Disconnect \$14.72/\$12.06 \$51.14/\$39.90 – Disconnect \$18.97/\$16.30
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.39	NA
PE1FD	240V, single phase		\$10.79	NA
PE1FE	120V, three phase		\$16.18	NA
PE1FG	277V, three phase		\$37.37	NA

Note(s):

N/A refers to rate elements, which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees Firm Order Processing			\$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	\$2.58	NA
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	\$2.96	NA
PE1SM	Common Systems Modifications – Caged	Per cage	\$100.66	NA
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	\$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable	NA	\$1,826.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.66	NA
PE1PL	Power -48V DC Power	Per fused amp	\$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	\$5.62	NA
PE1FD	240V AC Power single phase	Per breaker amp	\$11.26	NA
PE1FE	120V AC Power three phase	Per breaker amp	\$16.88	NA
PE1FG	277 AC Power three phase	Per breaker amp	\$38.98	NA
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		\$0.74	\$34.53/\$32.51
PE1P4	4-wire		\$1.48	\$34.54/\$32.53
PE1P1	DS1		\$1.29	\$54.15/\$40.94
PE1P3	DS3		\$17.48	\$53.28/\$39.65
PE1F2	2-fiber		\$2.96	\$53.28/\$39.66
PE1F4	4-fiber		\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Fees Security System	Per central office per assignable square foot	\$0.0113	NA
PE1A1	New Access Card Activation	Per card	\$0.06	\$56.03
PE1AA	Administrative change, existing card	Per card	NA	\$15.71
PE1AR	Replace lost or stolen card	Per card	NA	\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested	NA	\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records ²			Note 3 Initial/Subsequent
PE1CR	Cable Records	Per request	NA	\$1518.57/ \$976.22 – Disconnect \$265.99
PE1CD	VG/DS0 Cable	Per cable record	NA	\$653.81 – Disconnect \$378.24
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$9.62 – Disconnect \$11.79
PE1C1	DS1	Per T1TIE	NA	\$4.50 – Disconnect \$5.52
PE1C3	DS3	Per T3TIE	NA	\$15.75 – Disconnect \$19.32
PE1CB	Fiber Cable	Per cable record	NA	\$168.97 – Disconnect \$154.25

PE1BQ	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40
	Co-Carrier Cross Connects (CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0028	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0041	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$535.54
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$535.54
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$2677.00
PE1JA	Space charge	Per square foot	\$0.182	NA
PE1JC	Electrical facility charge	Per linear foot	\$6.70	NA
PE1P2	Cross Connects 2-Wire	Per cross connect	\$0.074	\$34.53/\$32.51
PE1P4	4-Wire		\$0.148	\$34.54/\$32.53
PE1P1	DS1		\$1.29	\$54.15/\$40.94
PE1P3	DS3		\$17.48	\$53.28/\$39.65
PE1F2	2-Fiber		\$2.96	\$53.28/\$39.66
PE1F4	4-Fiber		\$5.66	\$66.08/\$52.47
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.62	NA
PE1FD	240V, single phase		\$11.26	NA
PE1FE	120V, three phase		\$16.88	NA
PE1FG	277V, three phase		\$38.98	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for Telepak Networks to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- (3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00
PE1BB	Space Preparation Fee	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power -48V DC Power	Per fused amp	\$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.52	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.05	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.58	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.27	NA
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.030	First/Add'l \$33.76/\$31.86
PE1P4	4-wire		\$0.061	\$33.77/\$31.80
PE1P1	DS-1		\$1.13	\$53.05/\$39.99
PE1P3	DS-3		\$14.43	\$52.14/\$38.71
PE1F2	2-fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Fees Security System*	Per premises	\$40.00	
PE1A1	New Access Card Activation*	Per card	\$0.058	\$55.51
PE1AA	Administrative change, existing card*	Per card	NA	\$15.56
PE1AR	Replace lost or stolen card*	Per card	NA	\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	26.16
PE1SR	Space Availability Report	Per premises requested	NA	\$2,148.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1CR	Cable Records ¹ Cable Records	Per request	NA	Note 2 Initial/subsequent \$1706/\$1164 \$922.38/\$922.38
PE1CD	VG/DS0 Cable	Per cable record	NA	\$18.00/\$18.00
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$8.43/\$8.43
PE1C1	DS1	Per T1TIE	NA	\$29.49/\$29.49
PE1C3	DS3	Per T3TIE	NA	\$278.61/\$278.61
PE1CB	Fiber Cable	Per cable record	NA	
PE1BT	Security Escort Basic Time	Per half hr.	NA	First half hr. /Add'l half hr. \$33.81/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92
	Co-Carrier Cross Connects (CCXC)			

PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0023	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0034	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$554.43
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$554.43
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$3150.00
PE1JA	Space charge	Per square foot	\$0.119	NA
PE1JC	Electrical facility charge	Per linear foot	\$5.76	NA
Cross Connects				
PE1P2	2-Wire	Per cross connect	\$0.03	\$33.76/\$31.86
PE1P4	4-Wire		\$0.061	\$33.77/\$31.80
PE1P1	DS1		\$1.13	\$53.05/\$39.99
PE1P3	DS3		\$14.43	\$52.14/\$38.71
PE1F2	2-Fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-Fiber		\$5.08	\$64.74/\$51.31
Standby Power Fees				
		Per AC breaker amp		
PE1FB	120V, single phase		\$5.62	NA
PE1FD	240V, single phase		\$11.26	NA
PE1FE	120V, three phase		\$16.88	NA
PE1FG	277V, three phase		\$38.98	NA

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note (2) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00
PE1SJ	Space Preparation Fees Firm Order Processing*		NA	\$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.38	NA
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.30	NA
PE1SM	Common Systems Modifications – Caged*	Per cage	\$112.11	NA
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL	Power -48V DC Power*	Per fused amp	\$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.58	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.16	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.74	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.65	NA
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.037	First/Add'l \$33.67/\$31.78
PE1P4	4-wire		\$0.075	\$33.66/\$31.70
PE1P1	DS-1		\$1.51	\$52.97/\$39.90

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P3	DS-3		\$19.15	\$52.04/\$38.62
PE1F2	2-fiber		\$3.80	\$52.04/\$38.63
PE1F4	4-fiber		\$6.75	\$64.59/\$51.18
PE1AX	Security Fees Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card	NA	\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested	NA	\$2,151
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr.		First half hr./ Add'l half hr.
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records ¹			Note 2 Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
	Co-Carrier Cross Connects			

	(CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.003	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0045	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$535.55
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$535.55
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$3155.00
PE1JA	Space charge	Per square foot	\$0.018	NA
PE1JC	Electrical facility charge	Per linear foot	\$6.01	NA
	Cross Connects	Per cross connect		
PE1P2	2-Wire		\$0.037	\$33.67/\$31.78
PE1P4	4-Wire		\$0.075	\$33.66/\$31.70
PE1P1	DS1		\$1.51	\$52.97/\$39.90
PE1P3	DS3		\$19.15	\$52.04/\$38.62
PE1F2	2-Fiber		\$3.80	\$52.04/\$38.63
PE1F4	4-Fiber		\$6.75	\$64.59/\$51.18
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.62	NA
PE1FD	240V, single phase		\$11.26	NA
PE1FE	120V, three phase		\$16.88	NA
PE1FG	277V, three phase		\$38.98	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – LOUISIANA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$1837.24
PE1CA	Subsequent Application Fee	Per request	NA	\$1533.41
PE1SJ	Space Preparation Fees			\$583.33
PE1SK	Firm Order Processing			
PE1SK	Central Office Modifications	Per sq. ft.	\$2.31	
PE1SL	Common Systems	Per sq. ft.	\$2.70	
PE1SM	Modifications – Cageless			
PE1SM	Common Systems	Per cage	\$91.60	
PE1SM	Modifications – Caged			
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	\$184.50	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.10	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.30	NA
PE1BD	Cable Installation	Per cable	NA	\$841.54
PE1PM	Cable Support Structure	Per entrance cable	\$18.31	NA
	Power			
PE1PL	-48V DC Power*	Per fused amp	\$8.32	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.45	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$10.92	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.37	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$37.80	NA
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		\$0.0318	\$11.94/\$11.46
PE1P4	4-wire		\$0.0636	\$12.04/\$11.53
PE1P1	DS-1		\$1.04	\$21.39/\$15.47

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P3	DS-3		\$13.21	\$20.28/\$14.76
PE1F2	2-fiber		\$2.62	\$20.28/\$14.76
PE1F4	4-fiber		\$4.65	\$24.81/\$19.29
PE1AX	Security Fees Security System	Per central office per assignable square foot	\$\$0.0224	NA
PE1A1	New Access Card Activation	Per card	\$0.0579	\$27.50
PE1AA	Administrative change, existing card	Per card		\$7.74
PE1AR	Replace lost or stolen card	Per card	NA	\$22.64
PE1AK	Initial Key	Per key	NA	\$13.01
PE1AL	Replace lost or stolen key	Per key	NA	\$13.01
PE1SR	Space Availability Report	Per premises requested		\$1044.07
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.079	NA
PE1PF	4-Wire Cross-Connect		\$0.158	NA
PE1PG	DS1 Cross-Connect		\$1.12	NA
PE1PH	DS3 Cross-Connect		\$9.95	NA
PE1B2	2 Fiber Cross-Connect		\$33.96	NA
PE1B4	4 Fiber Cross-Connect		\$45.80	NA
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	\$10.97	NA
PE1CD	VG/DS0 Cable	Per cable record	\$5.29	NA
PE1CO	VG/DS0 Cable	Per each 100 pair	\$0.08	NA
PE1C1	DS1	Per T1TIE	\$0.04	NA
PE1C3	DS3	Per T3TIE	\$0.13	NA
PE1CB	Fiber Cable	Per cable record	\$1.37	NA

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per quarter hr.		First quarter hr. /Add'l quarter hr.
PE1BQ	Basic Time		NA	\$8.22/\$5.21
PE1OQ	Overtime		NA	\$10.70/\$6.72
PE1PQ	Premium Time		NA	\$13.19/\$8.24
	Security Escort	Per half hr.		First half hr. /Add'l half hr.
PE1BT	Basic Time		NA	\$16.44/\$10.42
PE1OT	Overtime		NA	\$21.41/\$13.45
PE1PT	Premium Time		NA	\$26.38/\$16.49
	Co-Carrier Cross Connects (CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0024	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0036	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$534.79
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$534.79
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$1543.20
PE1JA	Space charge	Per square foot	\$0.0552	NA
PE1JC	Electrical facility charge	Per linear foot	\$5.61	NA
	Cross Connects	Per cross connect		
PE1P2	2-Wire		\$0.0245	\$11.94/\$11.46
PE1P4	4-Wire		\$0.0491	\$12.04/\$11.53
PE1P1	DS1		\$0.9605	\$21.39/\$15.47
PE1P3	DS3		\$13.01	\$20.28/\$14.76
PE1F2	2-Fiber		\$2.20	\$20.28/\$14.76
PE1F4	4-Fiber		\$4.21	\$24.81/\$19.29
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.45	NA

PE1FD	240V, single phase		\$10.92	NA
PE1FE	120V, three phase		\$16.37	NA
PE1FG	277V, three phase		\$37.80	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$1890.38 – Disconnect \$0.51
PE1CA	Subsequent Application Fee	Per request	NA	\$1575.69 – Disconnect \$0.51
PE1SJ	Space Preparation Fees			\$604.19
PE1SK	Firm Order Processing	Per sq. ft.	\$2.30	
PE1SL	Central Office Modifications	Per sq. ft.	\$2.52	
PE1SM	Common Systems Modifications – Cageless	Per cage	\$85.67	
	Common Systems Modifications – Caged			
PE1BW	Space Enclosure(100 sq. ft. minimum)	Per first 100 sq. ft.	\$183.20	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.97	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.74	
PE1BD	Cable Installation	Per cable	NA	\$926.27 – Disconnect \$22.62
PE1PM	Cable Support Structure	Per entrance cable	\$17.42	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per fused amp	\$7.33	NA
PE1FD	120V AC Power single phase	Per breaker amp	\$5.29	NA
PE1FE	240V AC Power single phase	Per breaker amp	\$10.58	NA
PE1FG	120V AC Power three phase	Per breaker amp	\$15.87	NA
	277 AC Power three phase	Per breaker amp	\$36.65	NA
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.0288	First/Add'l \$12.37/\$11.87 – Disconnect \$6.04/\$5.45
PE1P4	4-wire		\$0.0576	\$12.47/\$11.94 – Disconnect \$6.59/\$5.91

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued) DS-1	Per cross connect	\$1.14	First/Add'l \$22.16/\$16.02 – Disconnect \$6.60/\$5.97
PE1P3	DS-3		\$14.49	\$21.01/\$15.29 – Disconnect \$7.00
PE1F2	2-fiber		\$2.87	\$21.01/ D \$7.00
PE1F4	4-fiber		\$5.10	\$25.70/\$ – Disconnect \$10.01/\$8.50
PE1AX	Security Fees Security System	Per premises	\$75.23	
PE1A1	New Access Card Activation	Per card	\$0.0576	\$27.95
PE1AA	Administrative change, existing card	Per card	NA	\$7.84
PE1AR	Replace lost or stolen card	Per card	NA	\$22.91
PE1AK	Initial Key	Per key	NA	\$13.17
PE1AL	Replace lost or stolen key	Per key	NA	\$13.17
PE1SR	Space Availability Report	Per premises requested		\$1081.40
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.0867	NA
PE1PF	4-Wire Cross-Connect		\$0.1734	NA
PE1PG	DS1 Cross-Connect		\$1.22	NA
PE1PH	DS3 Cross-Connect		\$10.91	NA
PE1B2	2 Fiber Cross-Connect		\$37.26	NA
PE1B4	4 Fiber Cross-Connect		\$50.24	NA
PE1CR	Cable Records ¹ Cable Records	Per request	NA	Note 2 Initial/subsequent \$763.69/\$490.94 – Disconnect \$133.77 \$328.81/\$328.81 – Disconnect \$190.22
PE1CD	VG/DS0 Cable	Per cable record	NA	

PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$4.84/\$4.84 – Disconnect \$5.93
PE1C1	DS1	Per T1TIE	NA	\$2.27/\$2.27 – Disconnect \$2.78
PE1C3	DS3	Per T3TIE	NA NA	\$7.92/\$7.92 – Disconnect \$9.72
PE1CB	Fiber Cable	Per cable record		\$84.98/\$84.98 – Disconnect \$77.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92
	Co-Carrier Cross Connects (CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0025	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0037	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$534.65
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$534.65
	ADJACENT COLLOCATION			
PE1FB	Application Fee	Per request	NA	\$1585.83 – Disconnect \$0.51
PE1JA	Space charge	Per square foot	\$0.0678	NA
PE1JC	Electrical facility charge	Per linear foot	\$4.68	NA
PE1P2	Cross Connects 2-Wire	Per cross connect	\$0.0223	\$12.37/\$11.87 – Disconnect \$6.04/\$5.45
PE1P4	4-Wire		\$0.0446	\$12.47/\$11.94 – Disconnect \$6.59/\$5.91
PE1P1	DS1		\$1.05	\$22.16/\$16.00 – Disconnect \$6.60/\$5.97
PE1P3	DS3		\$14.27	\$21.01/\$15.29 – Disconnect \$7.61/\$6.10
PE1F2	2-Fiber		\$2.42	\$21.01/\$15.29 – Disconnect

PE1F4	4-Fiber		\$4.62	\$7.61/\$6.10 \$25.70/\$19.97 – Disconnect \$10.01/\$8.50
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.29	NA
PE1FD	240V, single phase		\$10.58	NA
PE1FE	120V, three phase		\$15.87	NA
PE1FG	277V, three phase		\$36.65	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES –
NORTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	NA
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	NA
	Common Systems Modification – Caged*	Per cage	\$110.79	NA
	Power*	Per nominal –48v DC Amp	\$5.76	NA
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per fused amp	\$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.01	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.51	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.12	NA
	Cross Connects			
PE1P2	2-wire*	Per cross connect	\$0.32	First/Add'l \$41.78/\$39.23
PE1P4	4-wire*		\$0.64	\$41.91/\$39.25

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	DS-1*		\$2.34	\$71.02/\$51.08
PE1P3	DS-3*		\$42.84	\$69.84/\$49.43
PE1F2	2-fiber		\$2.94	\$51.97/\$38.59
PE1F4	4-fiber		\$5.62	\$64.53/\$51.15
PE1AX	Security Fees Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.062	\$55.30
PE1AA	Administrative change, existing card*	Per card	NA	\$15.51
PE1AR	Replace lost or stolen card	Per card	NA	\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
	Security Escort	Per half hr.		First half hr. /Add'l half hr.
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1707/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.08/\$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.51/\$29.51
PE1CB	Fiber Cable	Per cable record	NA	\$278.82/\$278.82
	Co-Carrier Cross Connects			

	(CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0028	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0041	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$532.72
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$532.72
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$3153.00
PE1JA	Space charge	Per square foot	\$0.179	NA
PE1JC	Electrical facility charge	Per linear foot	\$5.96	NA
	Cross Connects	Per cross connect		
PE1P2	2-Wire		\$0.32	\$41.78/\$39.23
PE1P4	4-Wire		\$0.64	\$41.91/\$39.25
PE1P1	DS1		\$2.34	\$71.02/\$51.08
PE1P3	DS3		\$42.84	\$69.84/\$49.43
PE1F2	2-Fiber		\$2.94	\$51.97/\$38.59
PE1F4	4-Fiber		\$5.62	\$64.53/\$51.15
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.50	NA
PE1FD	240V, single phase		\$11.01	NA
PE1FE	120V, three phase		\$16.51	NA
PE1FG	277V, three phase		\$38.12	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note 1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES –
SOUTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00
PE1SJ	Space Preparation Fees Firm Order Processing*		NA	\$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.75	NA
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.24	NA
PE1SM	Common Systems Modifications – Caged*	Per cage	\$110.17	NA
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power -48V DC Power*	Per fused amp	\$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.67	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.36	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$17.03	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$39.33	NA
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.034	First/Add'l \$33.75/\$31.86
PE1P4	4-wire		\$0.068	\$33.71/\$31.75
PE1P1	DS-1		\$1.12	\$53.05/\$39.96

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P3	DS-3		\$14.21	\$52.11/\$38.68
PE1F2	2-fiber		\$2.82	\$52.11/\$38.69
PE1F4	4-fiber		\$5.01	\$64.69/\$51.26
PE1AX	Security Fees Security System*	Per premises	\$74.12	NA
PE1A1	New Access Card Activation*	Per card	\$0.06	\$55.70
PE1AA	Administrative change, existing card*	Per card	NA	\$15.62
PE1AR	Replace lost or stolen card	Per card	NA	\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
PE1CR	Cable Records ¹ Cable Records	Per request	NA	Note 2 Initial/subsequent \$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57
	Co-Carrier Cross Connects			

	(CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0022	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0033	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$536.56
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$536.56
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$0.00
PE1JA	Space charge	Per square foot	\$0.094	NA
PE1JC	Electrical facility charge	Per linear foot	\$6.40	NA
Cross Connects				
PE1P2	2-Wire	Per cross connect	\$0.034	\$33.75/\$31.86
PE1P4	4-Wire		\$0.068	\$33.71/\$31.75
PE1P1	DS1		\$1.12	\$53.05/\$39.96
PE1P3	DS3		\$14.21	\$52.11/\$38.58
PE1F2	2-Fiber		\$2.82	\$52.11/\$38.58
PE1F4	4-Fiber		\$5.01	\$64.69/\$48.51
Standby Power Fees				
PE1FB	120V, single phase	Per AC breaker amp	\$5.67	NA
PE1FD	240V, single phase		\$11.36	NA
PE1FE	120V, three phase		\$17.03	NA
PE1FG	277V, three phase		\$39.33	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**Exhibit A: BELLSOUTH/TELEPAK NETWORKS RATES – TENNESSEE
PHYSICAL COLLOCATION**

* Rates are interim

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AC	Application Cost (Initial & Sub) - Planning	Per request	\$16.16	\$2903.66
PE1SR	Space Availability Report	Per CO	NA	\$2027.00
	Application Fee – Virtual to Physical Conversion	Per request	NA	\$1000.00
PE1CP	Land & Building	Per 100 sq ft	\$594.04	NA
	Land & Building	Per sq ft	\$5.95	NA
	Entrance Fiber	Per cable	\$2.56	\$944.27
	Cable Installation – Entrance	Interduct per ft	\$0.02	NA
PE1CS	Fiber Structure Cable Support Structure – Cable Racking	Per entrance cable	\$21.47	NA
PE1S1	Space Enclosure Cage Preparation	Per first 100 sq. ft.	\$110.97	NA
PE1S5	Cage Preparation	Per add'l 50 sq. ft.	\$55.49	NA
	Power Delivery –48V DC			
PE1BB	Space Prep - Grounding	Per location	\$4.32	
PE1SN	Space Prep – Power Delivery	Per 40 amp feed	NA	\$142.40
PE1SO	Space Prep – Power Delivery	Per 100 amp feed	NA	\$185.72
PE1SP	Space Prep – Power Delivery	Per 200 amp feed	NA	\$242.05
PE1PN	Power Consumption	Per amp DC plant	\$3.55	NA
PE1PO	Power Consumption	Per amp AC usage	\$2.03	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.60	NA
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.22	NA
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.82	NA
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.84	NA
	Cross Connects	Per connection		First/Add'l
PE12C	Voice Grade Connects			
	Connection to MDP - 2-wire	Per 100 ckts	\$4.75	\$768.08
	Connection to MDP - 2-wire	Per ckt	\$0.05	\$7.68
PE14C	Connection to MDP - 4-wire	Per 100 ckts	\$4.75	\$768.08
	Connection to MDP - 4-wire	Per ckt	\$0.05	\$7.68
PE11S	DS1 Connects			
	Connection to DCS - DS-1	Per 28 ckts	\$215.12	\$1166.31
	Connection to DCS - DS-1	Per ckt	\$7.68	\$41.65

PE11X	Connection to DXS - DS-1	Per 28 ckts	\$10.63	\$1166.31
	Connection to DXS - DS-1	Per ckt	\$0.38	\$41.65

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE13X	DS3 Connects			
	Connection to DSX – DS3	Per ckt	\$9.32	\$298.03
PE1P3	Connection to DCS - DS-3	Per ckt	\$53.96	\$298.03
	Fiber Connects			
PE1F2	2-fiber Cross-Connect – Electronic Ordering	Per ckt	\$15.64	\$41.56/\$29.82 Disconnect \$12.96/\$10.34
	2-fiber Cross-Connect – Manual Ordering	Per ckt	\$15.64	\$44.25/\$32.51 Disconnect \$14.52/\$11.90
PE1F4	4-fiber Cross-Connect – Electronic Ordering	Per ckt	\$28.11	\$50.00/\$38.78 Disconnect \$16.97/\$14.35
	4-fiber Cross-Connect – Manual Ordering	Per ckt	\$28.11	\$53.22/\$41.47 Disconnect \$18.53/\$15.91
	POT Bay Rates After 6/1/99			
	2 Fiber Cross Connect	Per cross connect	\$38.79	NA
	4 Fiber Cross Connect	Per cross connect	\$52.31	NA
	Frame Cross Connects			
PE1P2	2-Wire Cross –Connects	Per cross connect	\$0.03	\$33.82/\$31.92
PE1P4	4-Wire Cross –Connects	Per cross connect	\$0.07	\$33.94/\$31.95
PE1P1	DS1 Cross-Connects	Per cross connect	\$1.51	\$53.27/\$40.16
PE1P3	DS3 Cross-Connects	Per cross connect	\$19.26	\$52.37/\$38.89
PE1F2	2-Fiber Cross-Connects	Per cross connect	\$3.82	\$52.37/\$38.89
PE1F4	4-Fiber Cross-Connects	Per cross connect	\$6.79	\$65.03/\$51.55
	Security Fees			
	Security Access Cards	Per 5 cards	NA	\$76.10
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA

PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42
	Co-Carrier Cross Connects (CCXC)			
PE1ES	CCXC – Fiber Cable Support Structure	Per linear foot	\$0.0031	NA
PE1DS	CCXC – Copper/Coax Cable Support Structure	Per linear foot	\$0.0045	NA
	CCXC – Fiber Cable Support Structure	Per cable	NA	\$555.03
	CCXC – Copper/Coax Cable Support Structure	Per cable	NA	\$555.03
VIRTUAL COLLOCATION AND CAGELESS COLLOCATION				
	Application Cost	Per CO	NA	\$2633.00
	Cable Installation Cost	Per cable	NA	\$1749.00
	Space Enclosure			
	Floor Space	Per sq ft	\$3.91	NA
	Cable Support Structure	Per entrance cable	\$17.87	NA
	Power Consumption			
	Floor Space Power	Per amp	\$6.79	NA
	Cross Connects			
	Voice Grade Connects			

	2-Wire	Per cross connect	\$0.57	\$11.62/\$9.90 Disconnect \$10.38/\$8.66
	2-Wire Incrm Cost Manual Svc Order vs Electronic	Per cross connect	NA	\$2.07/\$2.81 Disconnect \$0.67/\$1.41
	4-Wire	Per cross connect	\$0.57	\$11.81/\$10.04 Disconnect \$10.44/\$8.67
	4-Wire Incrm Cost Manual Svc Order vs Electronic	Per cross connect	NA	\$2.07/\$2.81 Disconnect \$0.67/\$1.41
	DS1 Cross Connects	Per cross connect	\$1.32	\$32.22/\$17.76 Disconnect \$10.46/\$8.75
ADJACENT COLLOCATION				
PE1FB	Application Fee	Per request	NA	\$3160.00
PE1JA	Space charge	Per square foot	\$0.069	NA
PE1JC	Electrical facility charge	Per linear foot	\$6.06	NA
	Cross Connects	Per cross connect		
PE1P2	2-Wire		\$0.033	\$33.82/\$31.92
PE1P4	4-Wire		\$0.066	\$33.94/\$31.95
PE1P1	DS1		\$1.51	\$53.27/\$40.16
PE1P3	DS3		\$19.26	\$52.37/\$38.89
PE1F2	2-Fiber		\$3.82	\$52.37/\$38.89
PE1F4	4-Fiber		\$6.79	\$65.03/\$51.55
	Standby Power Fees	Per AC breaker amp		
PE1FB	120V, single phase		\$5.60	NA
PE1FD	240V, single phase		\$11.22	NA
PE1FE	120V, three phase		\$16.82	NA
PE1FG	277V, three phase		\$38.84	NA

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and Telepak Networks agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 **Notice.** BellSouth and Telepak Networks shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Telepak Networks should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for Telepak Networks to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Telepak Networks will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the Telepak Networks space with proper notification. BellSouth reserves the right to stop any Telepak Networks work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 **Hazardous Materials Brought On Site.** Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Telepak Networks are owned by Telepak Networks. Telepak Networks will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be

created by Telepak Networks or different hazardous materials used by Telepak Networks at BellSouth Facility. Telepak Networks must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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

2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Telepak Networks agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Telepak Networks further agrees to cooperate with BellSouth to ensure that Telepak Networks' employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Telepak Networks, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
<p>Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Fact Sheet Series 17000</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
<p>Emergency response</p>	<p>Hazmat/waste release/spill firesafety emergency</p>	<p>Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)</p>
<p>Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<p>Std T&C 450</p> <p>Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)</p> <p>Std T&C 660</p>
<p>Transportation of hazardous material</p>	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 450 Fact Sheet Series 17000</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<p>Std T&C 450</p> <p>29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)</p>

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 660-3</p> <p>Fact Sheet 050</p> <p>BSP 620 -011PR</p> <p>Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

**Exhibit C
Interval Matrix**

State	Type	Space Availability/Bona Fide Firm Order	Application Response/Price Quote	Construction and Provisioning	
				Ordinary	Extraordinary
Alabama ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	60 Cal	90 Cal
Florida	Caged	15 Calendar Days	15 Calendar Days*	90 Cal	NA
	Cageless	Same	Same	90 Cal	NA
Georgia	Caged	10 Calendar Days	30 Calendar Days	90 Cal	NA Cal
	Cageless	10 Calendar Days	30 Calendar Days	60 Cal	90 Cal
Kentucky ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
Louisiana	Caged	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
	Cageless	10 Calendar Days*	30 Calendar Days*	90 Cal	120 Cal
Mississippi	Caged	10 Business Days	30 Business Days*	120 Cal	180 Cal
	Cageless	10 Business Days	30 Business Days*	120 Cal	180 Cal
North Carolina ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
South Carolina	Caged	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
	Cageless	10 Calendar Days	30 Calendar Days*	90 Cal	NA Cal
Tennessee ¹	Caged	10 Calendar Days	23 Business Days	76 Bus.	91 Bus
	Cageless	10 Calendar Days	23 Business Days	76 Bus.	91 Bus

* Extended intervals shall apply when multiple applications are submitted.

Note 1: The intervals were set by the FCC's Order in Docket No. 98-147 released February 20, 2001.

The construction and provisioning intervals, as listed for these states, will apply if a forecast is submitted three (3) months prior to the application date. Extended intervals shall apply if the forecast is not received three (3) months in advance.

EXHIBIT D

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	LOCATION	TYPE	DESCRIPTION	QTY	DATE	REMARKS	DATE	REMARKS	DATE	REMARKS	DATE	REMARKS

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".
 ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
 3Q01: Version 10/22/01

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

COLLOCATION
Alabama

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES							
							Nonrecurring		Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1		
							Rec	First	Add1	First							Add1	
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
PHYSICAL COLLOCATION																		
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,780.00	\$3,780.00									
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,134.00	\$3,134.00									
		Physical Collocation - Space Preparation Fee Per Square Ft.			CLO	PE1BB												
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		\$1,211.00	\$1,211.00									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK		\$2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL		\$3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM		\$102.16										
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,751.00	\$1,751.00									
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ		\$3.68										
		Physical Collocation - Cable Support Structure			CLO	PE1PM		\$19.67										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL		\$9.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB		\$5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD		\$11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE		\$16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG		\$38.99										
					UEANL, UEA,UD N,UDC, UAL,UH L,UCL,U EQ													
		Physical Collocation - 2-Wire Cross-Connects				PE1P2	\$0.031	\$33.68	\$31.79									
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	\$0.031	\$33.68	\$31.79									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	\$0.28	\$30.76	\$29.40									
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	\$0.56	\$31.01	\$29.58									
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	\$0.56	\$31.01	\$29.58									
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.062	\$33.63	\$31.67									
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.28	\$52.93	\$39.87									
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$16.27	\$51.99	\$38.59									
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.23	\$52.00	\$38.60									
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.73	\$64.54	\$51.14									

**COLLOCATION
Alabama**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	Nonrecurring		Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								First	Add'l	First	Add'l							\$OMEC	\$OMAN	\$OMAN
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$178.65													
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$17.52													
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	\$54.14													
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.0607	\$46.20	\$46.20	\$8.72	\$8.72									
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.40	\$15.40											
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.02	\$45.02											
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.19	\$26.19											
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.19	\$26.19											
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		\$2,150.00	\$2,150.00											
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	\$0.08													
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.17													
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$0.69													
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$4.74													
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$32.02													
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$40.48													
		Collocation Cable Records - per request			CLO	PE1CR		\$1,518.57	\$976.22	\$265.99	\$265.99									
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PR1CD		\$653.83	\$653.83	\$378.24	\$378.24									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		\$9.62	\$9.62	\$11.79	\$11.79									
		Collocation Cable Records - DS1, per T111E			CLO	PE1C1		\$4.50	\$4.50	\$5.52	\$5.52									
		Collocation Cable Records - DS3, per T3T1E			CLO	PE1C3		\$15.75	\$15.75	\$19.32	\$19.32									
		Collocation Cable Records - Fiber Cable, per cable record			CLO	PE1CB		\$168.97	\$168.97	\$154.25	\$154.25									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.85	\$21.45											
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$44.09	\$27.71											
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.33	\$33.96											
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	\$0.0026													
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	\$0.0038													
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			\$535.37												
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			\$535.37												
ADJACENT COLLOCATION																				
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.2542													
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.44													
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.0598	\$24.95	\$23.97	\$12.80	\$11.67									

**COLLOCATION
Alabama**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LBR	Svc Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add1	
							Rec	First	Add1	First							Add1
							Disconnect		Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDL,U CL,CLO USL,CL O	PE1P4	\$0.1196	\$25.14	\$24.11	\$13.18	\$11.96						
		Adjacent Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.04	\$44.19	\$32.13	\$12.94	\$11.82						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.12	\$41.93	\$30.69	\$14.72	\$12.05						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.39	\$41.93	\$30.69	\$14.72	\$12.06						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$4.57	\$51.14	\$39.90	\$18.97	\$16.30						
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$1,555.00		\$0.99							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		\$608.17	\$608.17	\$323.44	\$323.44						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	\$224.82										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		\$25.88	\$25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		\$229.02	\$229.02								
		Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			CLORS	PE1RE		\$74.22	\$74.22								
		Power, Per Fused Amp			CLORS	PE1RC											
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		\$233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	\$6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	\$0.134										
NOTE: If Security Escort and/or Add1 Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
Florida**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES				
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LBR	Svc Order Submitted Monthly per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	First	Add'l						
							Nonrecurring		Dieconnect		SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		\$3,791.00	\$3,791.00							
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		\$3,160.00	\$3,160.00							
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		\$1,211.00	\$1,211.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	\$2.58									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	\$2.96									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	\$100.66									
		Space Preparation Fees - Power Per Nominal -48V Dc Amp			CLO	PEIFH										
		Physical Collocation - Cable Installation			CLO	PE1BD		\$1,626.00	\$1,626.00							
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$6.57									
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$21.66									
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$8.86									
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	\$5.62									
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	\$11.26									
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	\$16.88									
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	\$38.98									
		Physical Collocation - 2-Wire Cross-Connects			UEANL, UEA,UD N,UDC, UAL,UH L,UCL,U EQ	PE1P2	\$0.074	\$34.53	\$32.51							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	\$0.074	\$34.53	\$32.51							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	\$0.148	\$34.54	\$32.53							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	\$0.148	\$34.54	\$32.53							
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.148	\$34.54	\$32.53							
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.29	\$54.15	\$40.94							
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$17.48	\$53.28	\$39.65							
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.96	\$53.28	\$39.66							
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.66	\$66.08	\$52.47							

**COLLOCATION
Florida**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES									
							Rec	Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Test	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Test	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								First	Add'l	Disconnect										
										First	Add'l									
SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN															
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$205.93													
		Physical Collocation - Welded Wire Cage - Add'l 80 Sq. Ft.			CLO	PE1CW	\$20.20													
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	\$0.0113													
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.08	\$58.03	\$58.03											
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$15.71	\$15.71											
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$45.93	\$45.93											
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$26.41	\$26.41											
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$26.41	\$26.41											
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		\$2,188.00	\$2,188.00											
		Collocation - Cable Records - per request			CLO	PE1CR		\$1,709.00	\$1,186.00											
		Collocation - Cable Records - V3/DS0 Cable, per cable record			CLO	PR1CD		\$923.88	\$923.88											
		Collocation - Cable Records - V3/DS0 Cable, per each 100 pair			CLO	PE1CO		\$18.03	\$18.03											
		Collocation - Cable Records - DS1, per T1TIE			CLO	PE1C1		\$8.44	\$8.44											
		Collocation - Cable Records - DS3, per T3TIE			CLO	PE1C3		\$29.54	\$29.54											
		Collocation - Cable Records - Fiber Cable, per cable record			CLO	PE1CB		\$279.05	\$279.05											
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		\$10.89												
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		\$13.64												
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		\$16.40												
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	\$0.0028													
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	\$0.0041													
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			\$535.54												
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			\$535.54												
ADJACENT COLLOCATION																				
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.182													
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$6.70													
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.074	\$34.53	\$32.51											
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDLU CL,CLO USL,CL O	PE1P4	\$0.148	\$34.54	\$32.53											
		Adjacent Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.29	\$54.15	\$40.94											
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$17.48	\$53.28	\$39.65											
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.86	\$53.28	\$39.66											
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.66	\$66.08	\$52.47											
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$2,677.00												
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.62													

**COLLOCATION
Florida**

EXHIBIT 3

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES								
							Rec	Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Order vs. Electronic-Disc 1st	Incremental Charge - Manual Order vs. Electronic-Disc Add'l		
								First	Add'l	Disconnect									
										First	Add'l								
SOMEC		SOMAN		SOMAN		SOMAN		SOMAN											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.26												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.88												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.98												
PHYSICAL COLLOCATION IN THE REMOTE SITE																			
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		\$874.14	\$874.14										
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	\$232.50												
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		\$26.20	\$26.20										
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		\$231.45	\$231.45										
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		\$75.13	\$75.13										
		Power, Per Fused Amp			CLORS	PE1RC													
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		\$233.51											
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																			
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	\$6.27												
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	\$0.134												

NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.

COLLOCATION
Louisiana

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES			OSS RATES								
							Rec	Prvt	Addtl	Incumbent Charge - Manual Svc Order vs. Electronic-Adj	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Adj	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Adj	SOMAN			
																Discontinued	Prvt	Addtl
		Physical Collocation - Application Fee - Initial																
		Physical Collocation - Application Fee - Subsequent																
		Physical Collocation - Space Preparation - Firm Order Processing																
		Physical Collocation - Space Preparation - C.O. Modification per square ft.																
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cables																
		Physical Collocation - Space Preparation - Common Systems Modification per Cable																
		Space Preparation Fees - Power Per Nominal -48V Dc Amp																
		Physical Collocation - Cable Installation																
		Physical Collocation - Floor Space per sq. Ft.																
		Physical Collocation - Floor Space - Zone B per Sq. Ft.																
		Physical Collocation - Cable Support Structure																
		Physical Collocation - Power per Fixed Amp																
		Physical Collocation - 120V, Single Phase Standby Power Rate																
		Physical Collocation - 240V, Single Phase Standby Power Rate																
		Physical Collocation - 120V, Three Phase Standby Power Rate																
		Physical Collocation - 277V, Three Phase Standby Power Rate																
					UEANL, UEAUD, N,U,DC, U,AL,UH, L,UCL,U													
		Physical Collocation - 2-Wire Cross-Connects																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB													
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN																
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN																
		Physical Collocation 4-Wire Cross Connect, Exchange Port DS1TS 4-Wire																
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1																
		Physical Collocation - 4-Wire Cross-Connects																
		Physical Collocation - DS1 Cross-Connects																
		Physical Collocation - DS3 Cross-Connects																
		Physical Collocation - 2-Stage Cross-Connect																

**COLLOCATION
Louisiana**

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	SCS	UBOC	RATES				OSS RATES								
							Nonrecurring		Disconnect		Svc Order Submitted Svc per LSR	Svc Order Submitted Monthly per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l			
							Rec	First	Add'l	First							Add'l		
												SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$4.65	\$24.81	\$19.29										
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$184.50												
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$18.10												
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	\$0.0224												
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.0579	\$27.50											
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		\$7.74	\$7.74										
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		\$22.64	\$22.64										
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		\$13.01	\$13.01										
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		\$13.01	\$13.01										
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		\$1,044.07	\$1,044.07										
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL CLO	PE1PE	\$0.0790												
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$0.1580												
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.12												
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$9.95												
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$33.96												
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$45.80												
		Collocation Cable Records - per request			CLO	PE1CR	\$10.97												
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PR1CD	\$5.29												
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO	\$0.08												
		Collocation Cable Records - DS1, per T1T1E			CLO	PE1C1	\$0.04												
		Collocation Cable Records - DS3, per T3T1E			CLO	PE1C3	\$0.13												
		Collocation Cable Records - Fiber Cable, per cable record			CLO	PE1CB	\$1.37												
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		\$8.22	\$5.21										
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		\$10.70	\$6.72										
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		\$13.19	\$8.24										
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$16.44	\$10.42										
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$21.41	\$13.45										
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$26.38	\$16.49										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	\$0.0024												
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	\$0.0036												
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			\$534.79											
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			\$534.79											

**COLLOCATION
Louisiana**

Exhibit 1

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	UBOC	RATES				OSS RATES											
							Nonrecurring		Disconnect		Svc Order Submitted Elec per LWR	Svc Order Submitted Manually per LWR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dec 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dec Add'l						
							Rec	First	Add'l	First							Add'l					
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN					
ADJACENT COLLOCATION																						
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.0552															
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.61															
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.0245	\$11.94	\$11.46													
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDL,U CL,CLO USL,CL O	PE1P4	\$0.0491	\$12.04	\$11.53													
		Adjacent Collocation - DS1 Cross-Connects			CLO	PE1P1	\$0.9905	\$21.39	\$15.47													
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$13.01	\$20.28	\$14.76													
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.20	\$20.28	\$14.76													
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$4.21	\$24.81	\$19.29													
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$1,543.20														
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.45															
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$10.92															
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.37															
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$37.80															
PHYSICAL COLLOCATION IN THE REMOTE SITE																						
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		\$298.80	\$298.80													
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	\$225.39															
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		\$13.01	\$13.01													
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		\$112.52	\$112.52													
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		\$36.47	\$36.47													
		Power, Per Fused Amp			CLORS	PE1RC																
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		\$233.21														
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																						
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	\$6.27															
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	\$0.134															
NOTE: If Security Escort and/or Adult Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																						

**COLLOCATION
Mississippi**

ENR 1

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	UBOC	RATES				OSS RATES									
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
							Rec	First	First	Add'l							Nonrecurring		Disconnect	
		POT Bay Arrangements prior to 8/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.22													
		POT Bay Arrangements prior to 8/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$10.91													
		POT Bay Arrangements prior to 8/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	\$37.28													
		POT Bay Arrangements prior to 8/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	\$50.24													
		Collocation Cable Records - per request			CLO	PE1CR		\$783.89	\$490.94	\$133.77	\$133.77									
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PR1CD		\$328.81	\$328.81	\$190.22	\$190.22									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		\$4.84	\$4.84	\$5.93	\$5.93									
		Collocation Cable Records - DS1, per T1T1E			CLO	PE1C1		\$2.27	\$2.27	\$2.78	\$2.78									
		Collocation Cable Records - DS3, per T3T1E			CLO	PE1C3		\$7.92	\$7.92	\$9.72	\$9.72									
		Collocation Cable Records - Fiber Cable, per cable record			CLO	PE1CB		\$84.98	\$84.98	\$77.58	\$77.58									
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$17.02	\$10.79											
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$22.17	\$13.94											
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$27.32	\$17.08											
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	\$0.0025													
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	\$0.0037													
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			\$534.85												
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			\$534.85												
ADJACENT COLLOCATION																				
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.0878													
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$4.68													
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.0223	\$12.37	\$11.87	\$8.04	\$5.45									
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,U,DL,U CL,CLO	PE1P4	\$0.0448	\$12.47	\$11.94	\$8.59	\$5.91									
		Adjacent Collocation - DS1 Cross-Connects			USL,CL O	PE1P1	\$1.05	\$22.16	\$18.00	\$8.80	\$5.97									
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$14.27	\$21.01	\$15.29	\$7.81	\$8.10									
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.42	\$21.01	\$15.29	\$7.81	\$8.10									
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$4.82	\$25.70	\$19.97	\$10.01	\$8.50									
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$1,585.83	\$1,585.83	\$0.51	\$0.51									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.29													
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$10.58													
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$15.87													
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.65													
PHYSICAL COLLOCATION IN THE REMOTE SITE																				
		Physical Collocation In the Remote Site - Application Fee				PE1G1														

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES								
							Nonrecurring		Disconnect		Svc Order Submitted Elec per LBR	Svc Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l			
							Rec	First	Add'l	First							Add'l		
							Nonrecurring		Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	\$210.05												
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		\$13.17	\$13.17										
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		\$116.54	\$116.54										
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		\$37.77	\$37.77										
		Remote Site DLEC Data (BRSD), per Compact Disk, per CD			CLORS	PE1RR		\$233.14											
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																			

**COLLOCATION
Tennessee**

Exhibit 1

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	UBOC	RATES					OSS RATES					
							Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	
							Rec	First	Add'l	First							Add'l
							Rec	First	Add'l	First	Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	\$16.16	\$2,903.66	\$2,903.66								
		Space Availability report - per CO	I		CLO	PEISR		\$2,027.00	\$2,027.00								
		Application Fee - Virtual to Physical Collocation Conversion, per request	I		CLO			\$1,000.00	\$1,000.00								
		Land & Building - per 100 sq.ft.					\$594.04										
		Land & Building - per sq.ft.					\$5.94										
		Entrance Fiber - per cable					\$2.56	\$944.27	\$944.27								
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, Interduct per ft.			CLO	PEICP	\$0.02										
		Physical Caged Collocation-Cable Support Structure-Cable Reeling, per entrance cable			CLO	PEICS	\$21.47										
		Space Enclosure															
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PEIS1	\$110.97										
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PEIS5	\$55.49										
		Power Delivery -48V DC															
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	\$4.320										
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		\$142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		\$185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		\$242.05									
		Power Consumption															
		amp DC plant			CLO	PE1PN	\$3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	\$2.03										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	\$5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	\$11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	\$16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	\$36.640										
		Cross Connects															
		Voice Grade Connects															
		Connection to MDF-2-wire Cross Connects-Voice Grade ckt's, per 100 circuits					\$4.75	\$768.08									
		Connection to MDF-2-wire Cross Connects-Voice Grade ckt's, per ckt.			CLO	PE12C	\$0.05	\$7.68									
		Connection to MDF-4-wire Cross Connects-Voice Grade ckt's, per 100 circuits					\$4.75	\$768.08									
		Connection to MDF-4-wire Cross Connects-Voice Grade Ckt's, per ckt.			CLO	PE14C	\$0.05	\$7.68									
		DS-1 Cross Connects															
		Connection to DCS, per 28 circuits					\$215.12	\$1,168.31									
		Connection to DCS, per ckt.			CLO	PE11S	\$7.68	\$41.65									
		Connection to DSX, per 28 circuits					\$10.63	\$1,168.31									
		Connection to DSX, per ckt.			CLO	PE11X	\$0.38	\$41.65									

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCB	USOC	RATES					OSS RATES					
							Nonrecurrent		Nonrecurrent			Svc Order Submitted Elec per LBR	Svc Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS-3 Cross Connects															
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	\$9.32	\$298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	\$53.96	\$298.03									
		Fiber Cross Connects															
		Physical Collocation - 2-Fiber Cross-Connect - Electronic Ordering			CLO	PE1F2	\$15.84	\$41.56	\$28.62	\$12.96	\$10.34						
		Physical Collocation - 2-Fiber Cross-Connect - Manual Ordering					\$15.84	\$44.25	\$32.51	\$14.52	\$11.90						
		Physical Collocation - 4-Fiber Cross-Connect - Electronic Ordering			CLO	PE1F4	\$28.11	\$50.53	\$38.78	\$18.97	\$14.35						
		Physical Collocation - 4-Fiber Cross-Connect - Manual Ordering					\$28.11	\$53.22	\$41.47	\$18.53	\$15.91						
		POT Bay Rates After 6/1/99															
		2 Fiber Cross Connect					\$38.79										
		4 Fiber Cross Connect					\$52.31										
		Frame Cross Connects															
		Physical Collocation - 2-Wire Cross-Connects, per cross connect			UEANL, UEA,UD	PE1P2	\$0.03	\$33.82	\$31.92								
		Physical Collocation - 4-Wire Cross-Connects, per cross connect			CLO	PE1P4	\$0.07	\$33.94	\$31.95								
		Physical Collocation - DS1 Cross-Connects, per cross connect			CLO	PE1P1	\$1.51	\$53.27	\$40.16								
		Physical Collocation - DS3 Cross-Connects, per cross connect			CLO	PE1P3	\$19.28	\$52.37	\$38.89								
		Physical Collocation - 2-Fiber Cross-Connect, per cross connect			CLO	PE1F2	\$3.82	\$52.37	\$38.89								
		Physical Collocation - 4-Fiber Cross-Connect, per cross connect			CLO	PE1F4	\$8.79	\$65.03	\$51.55								
		Security Access Cards, per 5 cards						\$78.10									
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		\$26.24	\$26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		\$26.24	\$26.24								
		POT Bay Arrangements prior to 6/1/99															
		2-Wire Cross-Connect, per Cross-Connect			UEANL, CLO	PE1PE	\$0.40										
		4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	\$1.20										
		DS1 Cross-Connect, per cross-connect			CLO	PE1PG	\$1.20										
		DS3 Cross-Connect, per cross-connect			CLO	PE1PH	\$8.0000										
		2-Fiber Cross-Connect, per cross-connect	I		CLO	PE1B2	\$38.7900										
		4-Fiber Cross-Connect, per cross-connect	I		CLO	PE1B4	\$52.31										
		Security Escort															
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		\$33.91	\$21.49								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		\$44.17	\$27.78								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		\$54.42	\$34.02								
		VIRTUAL COLLOCATION (VC) and CAGELESS COLLOCATION															
		VC - Application Cost - per CO					\$2,633.00	\$2,633.00									

COLLOCATION
Tennessee

Exhibit 1

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES			OSR RATES								
							Rec	New/Reconnect		Svc Order Submitted Manually per LWR	Svc Order Submitted Manually per LWR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
								First	Advt							First	Advt	First
		VC - Cable Installation Cost - per cable					\$1,749.00	\$1,749.00										
		Space Enclosure					\$3.91											
		VC - Floor Space - per sq ft					\$17.870											
		VC - Cable Support Structure - per entrance cable																
		Power Consumption																
		VC - Floor Space Power - per ampere					\$8.79											
		Cross Connects																
		Voices Grade Connects																
		VC - 2-Wire					\$0.57	\$11.62	\$9.90	\$10.38	\$8.86							
		VC - 2-Wire - Inarm Cost - Manual Svc Order vs Electronic					\$0.57	\$2.07	\$2.81	\$0.67	\$1.41							
		VC - 4-Wire						\$11.61	\$10.04	\$10.44	\$8.67							
		VC - 4-Wire - Inarm Cost - Manual Svc Order vs Electronic						\$2.07	\$2.81	\$0.67	\$1.41							
		DB-1 Cross Connects						\$32.22	\$17.76	\$10.46	\$8.75							
		VC - DB1					\$1.32											