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June 12, 2002

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

020510-TP

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and AT&T Communications of the Southern States, Inc. d/b/a AT&T 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 AT&T Communications of the Southern States, Inc. d/b/a AT&T 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 AT&T Communications of the Southern States, Inc. d/b/a AT&T. The initial agreement between the companies was filed in Docket No. 000731-TP, on October 29, 2001, and was deemed effective by Order No. PSC-01-2357-FOF-TP on December 7, 2001.

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 AT&T Communications of the Southern States, Inc. d/b/a AT&T 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 exists as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on September 12, 2002.

Very truly yours,



Regulatory Vice President

(CA)

DOCUMENT NUMBER-DATE

06129 JUN 12 02

FPSC-COMMISSION CLERK

**FIRST AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
FOR THE STATE OF FLORIDA
DATED OCTOBER 26, 2001**

Pursuant to this Agreement, ("Amendment") AT&T Communications of the Southern States, Inc. ("AT&T") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 26, 2001 ("Interconnection Agreement").

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

Pursuant to this Amendment, the Parties hereby agree to amend the Interconnection Agreement to reflect the following:

1. The Parties agree to delete Section 5.3 of Attachment 3 in its entirety and replace it with the provisions set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
2. The Parties agree to delete Exhibit A of Attachment 3 in its entirety and replace it with a new Exhibit A, set forth in Exhibit 2 of this Amendment, attached hereto and incorporated herein by this reference.
3. The Parties agree to delete Section 3.7.4 of Attachment 2 in its entirety and replace it with the following provision:

3.7.4 AT&T or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via AT&T's Local Services and Access Management ("LSAM") Group or BellSouth's AT&T Account Team ("Account Team") of the needed areas of improvement and any proposed changes to the current hot cut process provided for in the Interconnection Agreement ("Agreement").

- 3.7.4.1 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.
- 3.7.4.2 Upon receipt of the response, Petitioner shall either:
 - 3.7.4.2.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or
 - 3.7.4.2.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.
- 3.7.4.3 If Section 3.7.4.2.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.
- 3.7.4.4 A mutually agreed upon process under either Section 3.7.4.2.1 or Section 3.7.4.2.2 shall be implemented upon a mutually agreed upon timeframe.
- 3.7.4.5 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement.
- 3.7.4.6 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.
- 3.7.4.7 Nothing in this Process Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.

4. The Parties agree to add provisions consistent with the FCC's 4th Report and Order, dated August 8, 2000, to delete Attachment 4 –Collocation and replace in its entirety with a new Attachment 4 –Collocation, attached hereto as Exhibit 3 and incorporated herein by reference. Except as otherwise set forth herein, the original Exhibits to Attachment 4 are unaffected by this Amendment and shall remain in full force and effect.
5. The Parties further agree to make the following revisions to Attachment 4- Collocation Rates Exhibit B, attached herein as Exhibit 4:
 - A. Delete the Co-Carrier cross connect rates and replace it with the rates set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
 - B. Delete the USOC description and abbreviation of PE1PL for -48V DC power and replace with the new USOC description and abbreviation of PE1FJ for the –48V DC power as set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
 - C. Delete the USOC description and abbreviation of XXXX for -48V DC power and replace with the new USOC description and abbreviation of PE1PL for the –48V DC power as set forth in Exhibit 4 to this Amendment, attached hereto and incorporated herein by reference.
6. AT&T has changed the name of said business to AT&T Communications of the Southern States, LLC.
7. The Parties agree the name of AT&T Communications of the Southern States, Inc. is hereby deleted throughout the Interconnection Agreement and replace it with AT&T Communications of the Southern States, LLC ("AT&T").
8. All of the other provisions of the Interconnection Agreement, dated October 26, 2001, shall remain in full force and effect.
9. Either or both of the Parties is authorized to submit this Amendment to the respective Public Service Commission 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.

**AT&T Communications of
the Southern States, Inc.**

By: Bill C. Peacock

Name: Bill C. Peacock

Title: Director - Local Services &
Access Management

Date: 4-18-02

BellSouth Telecommunications, Inc.

By: [Signature]

Name: Larry Hendrix

Title: AVP Intercom. & Svs. Mktg.

Date: 4/18/02

Exhibit 1

5.3 Interconnection Compensation

5.3.1 Intercarrier Compensation for Call Transport and Termination of Local and ISP-bound Traffic

5.3.1.1 The Parties agree to apply a "LATAwide" local concept to this Attachment 3, meaning that traffic that has traditionally been treated as intraLATA toll traffic will now be treated as local for intercarrier compensation purposes, except for those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC. Nothing in this Agreement shall be construed in any way to constrain either Party's choices regarding the size of the local calling areas that it may establish for its end users.

5.3.1.2 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.

5.3.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA and is a subset of "information access". Information access is defined as the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services. ISP-bound Traffic is not Local Traffic or IP Telephony as set forth in 5.3.10 of this agreement, subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and AT&T agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AT&T that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and AT&T further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AT&T that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

Exhibit 1

- 5.3.3 All Local and ISP Traffic that is exchanged pursuant to this Agreement shall be compensated as follows:
 - 5.3.3.1 Commencing on July 1, 2001 and continuing until December 31, 2001, \$.0015 per minute of use.
 - 5.3.3.2 Commencing on January 1, 2002 and continuing until June 30, 2003, \$.0010 per minute of use.
 - 5.3.3.3 Commencing on July 1, 2003 and continuing until June 30, 2004, or until further FCC action (whichever is later), \$.0007 per minute of use.
 - 5.3.3.4 No other per MOU charges shall apply to the carriage of Local and ISP Traffic by either Party for the other Party except as set forth above. Compensation for Transit Traffic shall be as set forth in Section 5.3.20.

Exhibit 1

- 5.3.4 The ability of either Party to collect a credit for intercarrier compensation paid for ISP Traffic, as described in section 5.3.5, following, shall be limited as follows based on "growth caps" on compensation for ISP Traffic ordered by the FCC. The Parties shall first determine the total number of minutes of use of ISP Traffic (as defined in this Agreement) terminated by one Party for the other Party for the three-month period commencing January 1, 2001 and ending March 31, 2001. The Parties shall then multiply this number of minutes by 4.4, and the resulting product shall be the terminating Party's "2001 ISP Annualized Traffic Cap." The total number of minutes of use of ISP Traffic for which one Party may receive compensation from the other Party during the period July 1, 2001 through December 31, 2001 shall equal 50% of that Party's 2001 ISP annualized traffic cap, due to the Parties' mid-year one-time compensation payment. The total number of minutes of use of ISP Traffic for which one Party may receive compensation from the other Party during the period January 1, 2002 through December 31, 2002 or for any calendar year thereafter shall equal 1.1 times that Party's 2001 ISP Annualized Traffic Cap.
- 5.3.5 For the period commencing July 1, 2001, each party will bill the other for all minutes of use specified in 5.3.3, above. The parties will meet in February 2002 on a trial basis to determine if annual meetings are sufficient for determining the number of ISP-bound minutes. If such trial proves successful, the parties will meet each succeeding February, thereafter, for the duration of this Agreement to determine the number of ISP-bound minutes and there will be no need to amend this Agreement. If the trial proves unsuccessful, no later than June 2002, the parties will develop a subsequent process and amend this Agreement Intercarrier Compensation paid for any ISP-bound minutes of use that exceeds the caps described in 5.3.4, above, will be credited to that party in the March bill. At this same meeting, the Parties will reach agreement on the ISP-bound minutes of use cap for the next time period.
- 5.3.6 For the purposes of this Attachment 3, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.
- 5.3.7 For the purposes of this Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.3.8 For the purposes of this Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.3.9 In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for

Exhibit 1

both Parties. Traffic between the remote AT&T switch and the facility point (i.e., a facility point of presence) within the LATA in which the service is provided shall be deemed to be an AT&T switch for the purposes of this Attachment.

- 5.3.10 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of interstate InterLATA and Interstate InterLATA traffic. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group D, toll free access (e.g., 800-477/888), 900 access, and their successors. Additionally, If BellSouth or AT&T is the other Party's end user's presubscribed interexchange carrier or if an end user uses BellSouth or AT&T as an interexchange carrier on a 101XXXX basis, BellSouth or AT&T will charge the other Party the appropriate tariff charges for originating switched access services. The Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as Local Traffic. This Section is interrelated to Section 5.3.1.1.
- 5.3.11 The Parties have been unable to agree as to the appropriate compensation for calls which originate in a LATA and terminate to a physical location outside of that LATA but to a number assigned to a rate center within that LATA. However, without prejudice to either Party's position concerning the application of reciprocal compensation or access charges to such traffic, the Parties agree for purposes of this Agreement only and subject to the Parties' agreement to the terms of Sections 5.3.1.1 and 5.3.3, and on an interim basis until the FCC issues an Order addressing this issue, neither Party shall bill the other reciprocal compensation, intercarrier compensation or switched access in connection with the exchange of any traffic as described in the first sentence of this paragraph. Once the FCC issues an Effective Order addressing this issue, the Parties agree to amend this Interconnection Agreement to comply with the Order on a prospective basis only within thirty (30) days of either Party's written request. No "true-up" shall be required in connection with such an Effective Order. Nothing in this Section 5.3.4 is intended to change the way that the Parties treat ISP-bound traffic in accordance with the FCC's ISP Order on Remand.

Exhibit 1

- 5.3.12 Billing Point of Interface Compensation. If BellSouth establishes a BPOI, AT&T agrees to pay to BellSouth Interoffice Dedicated Transport and any associated Multiplexing for BellSouth to transport BellSouth's originated Local and ISP-bound Traffic over BellSouth facilities from the BPOI as described in Section 1.8.3 of this Attachment to the Physical Point of Interface. Such Interoffice Dedicated Transport shall be priced as set forth in Exhibit A. The Interoffice Dedicated Transport mileage shall be the airline mileage between the Vertical and Horizontal ("V&H") coordinates of the BPOI and the V&H coordinates of the BellSouth Point of Interface. The Interoffice Dedicated Transport charges for BPOI shall be billed based on the actual volume of traffic in increments of 8.9M minutes, which is a DS3 equivalent. BellSouth will not assess charges for an additional DS3 until the additional 8.9M-minute threshold is met.
- 5.3.13 Charges for Trunks and Associated Dedicated Facilities. Compensation for trunks and associated dedicated facilities shall be handled in accordance with Section 1.9-1.9.2 of this Attachment.
- 5.3.14 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. BellSouth shall report quarterly PLU factors to AT&T. BellSouth will accept from AT&T monthly PLU factors provided under the previous agreement until the third quarter of 2001, at which time AT&T shall report quarterly PLU factors. BellSouth and AT&T shall also provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.3.15 Percent Local Facility. Each Party shall report to the other a PLF. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

Exhibit I

- 5.3.16 Percentage Interstate Usage. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate reciprocal compensation to be paid.
- 5.3.17 Audits. On thirty (30) days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit of the traffic reported. BellSouth and AT&T shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 5.3.18 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the each Party's intrastate or interstate switched access tariffs.
- 5.3.19 Records for 8YY Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8YY customers. Records required for billing end users purchasing 8YY Services shall be provided pursuant to Attachment 6 of this Agreement, incorporated herein by this reference.
- 5.3.20 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for AT&T's transit traffic. Transit traffic is traffic originating on AT&T's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to AT&T's network. Transit traffic consists of local transit traffic and Switched Access transit traffic. Rates for local transit traffic

Exhibit 1

shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Switched Access transit traffic shall be meet-point billed in accordance with the BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that AT&T's end office is subtending the BellSouth Access Tandem for switched access traffic to and from AT&T's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with Multiple Exchange Carrier Access Billing ("MECAB") guidelines. Transit traffic does not include traffic originating from or terminating to AT&T end-users utilizing resold BellSouth services.

LOCAL INTERCONNECTION
Florida

Exhibit 2

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES												
							Nonrecurring		Nonrecurring			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic Tar	Incremental Charge - Manual Svc Order vs Electronic Addl	Incremental Charge - Manual Svc Order vs Electronic Disc Tar	Incremental Charge - Manual Svc Order vs Electronic Disc Addl							
							Rec	First	First	Addl	Disconnect													
							Rec	First	Addl	First	Addl	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN							
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																								
COMPENSATION																								
		Single Rate for Local and ISP-bound Traffic (07/01/2001 - 12/31/2001)																						
		Single Rate for Local and ISP-bound Traffic (01/01/2002 - 06/30/2003)																						
		Single Rate for Local and ISP-bound Traffic (07/01/2003 - expiration of agreement)																						
COMPENSATION FOR TRANSIT AND MTA TRAFFIC																								
		Tandem Switching Function Per MOU			OHD																			
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD																			
TRUNK CHARGE																								
		Installation Trunk Side Service - per DS0			OHD	TPP++		336 43 bk	57 38 bk															
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P		\$0 00																
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P		\$0 00																
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P		\$0 00																
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P		\$0 00																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements																								
LOCAL INTERCONNECTION (TRANSPORT)																								
COMMON TRANSPORT (FOR TRANSIT AND MTA TRAFFIC)																								
		Common Transport - Per Mile, Per MOU			OHD			\$0 0000034																
		Common Transport - Facilities Termination Per MOU			OHD			\$0 0004493																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																								
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF		0 0084bk																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF		26 02bk	42 69bk	28 66bk	16 51bk	6 34bk												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																								
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK		0 0084bk																
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK		18 95bk	42 69bk	28 66bk	16 51bk	6 34bk												
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK		0 0084bk																
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK		18 95bk	42 69bk	28 66bk	16 51bk													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																								
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1MS	1L5NL		0 171bk																
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1 OH1MS	1L5NL		90 87bk	95 16bk	88 78bk	16 74bk	14 85bk												

LOCAL INTERCONNECTION
Florida

Exhibit 2

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	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 Add1	Incremental Charge Manual Svc Order vs Electronic- Disc 1st	Incremental Charge Manual Svc Order vs Electronic- Disc Add1		
							Rec	First	Add1	First	Add1							SOMECC	SOMAN
												Nonrecurring		Disconnect					
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	S1L5NM	3 57bk												
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	S1L5NM	1101 00bk	302 43bk	197 7bk	64 94bk	63 61bk								
		LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	21 42bk	239 67bk	42 34bk	33 93bk	3 61bk								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	21 91bk	240 3bk	42 97bk	34 47bk	4 15bk								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	34 49bk	195 33bk	165 48bk	21 9bk	15 28bk								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	554 83bk	501 59bk	309 24bk	125 43bk	87 3bk								
		LOCAL INTERCONNECTION MID-SPAN MEET																	
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0 00	\$0 00											
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0 00	\$0 00											
		MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	\$151 74	\$91 44	\$64 57	\$10 00	\$9 46								
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$218 7	\$179 66	\$106 96	\$36 37	\$35 22								
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$14 24	\$9 08	\$6 38										
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party "BK" by a rate element indicates that the element is or is not subject to bill and keep described in Sections 1 9-1.9 2 of Attachment 3																	

EXHIBIT 3

Attachment 4

Collocation

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EXHIBIT B-Rates

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. BellSouth shall offer to AT&T collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules and regulations of the FCC. If BellSouth provides any collocation to its own customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same collocation to AT&T at rates, terms and conditions not less favorable to AT&T than those provided by BellSouth to itself or to any other party. The rates, terms, and conditions contained within this Attachment will only apply when AT&T is occupying collocation space as a sole participant or as a Host, as defined below, pursuant to Section 3 of this Attachment.

1.1.1 The Parties agree that for the purposes of this Attachment, "day" means calendar day, unless otherwise specifically noted.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to AT&T a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by AT&T and agreed to by BellSouth (hereinafter "Collocation Space"): "Premises" refers to BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned, or leased, or otherwise controlled by BellSouth that house its network facilities, and all structures that house BellSouth's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by BellSouth that is adjacent to these central offices, wire centers, buildings, and structures. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth central offices, the Parties will negotiate said rates, terms and conditions at the request for collocation at other than a central office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by AT&T may contemplate a request for space sufficient to accommodate AT&T's growth within an eighteen (18)-month period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premise, BellSouth may provide notice, which must be in writing, to AT&T requesting that AT&T release non-utilized Collocation Space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in AT&T's collocation arrangement is not being utilized by the end of the second year from the date

AT&T accepted the Collocation Space. AT&T, within twenty (20) days of receipt of a written notification from BellSouth, shall either: (i) return the non-utilized Collocation Space to BellSouth, in which case AT&T shall be relieved of all obligation for charges for that portion of the Collocation Space so released; (ii) provide BellSouth evidence that equipment is on order which will be installed in the non-utilized Collocation Space; or (iii) enter into a sharing relationship with another telecommunications carrier who will utilize the non-utilized Collocation Space.

- 1.3 Use of Space. AT&T shall use the Collocation Space for the purposes of installing, provisioning, maintaining and operating AT&T's equipment (to include testing and monitoring equipment) necessary to gain access to Network Elements and Combinations and to interconnect with BellSouth services and facilities, for the provision of telecommunications services, as specifically set forth in this Attachment. Pursuant to Section 5 of this Attachment, AT&T may at its option, place AT&T-owned or AT&T-leased entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.4 BellSouth will offer virtual or adjacent, where technically feasible, collocation of the equipment where BellSouth is prepared to demonstrate that physical collocation is not practical for technical reasons or because of space limitations as provided in § 251(c)(6) of the Act and FCC orders.
 - 1.4.1 BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the state commission that virtual collocation at that point is not technically feasible.
- 1.5 Rates and charges. AT&T agrees to pay the rates and charges identified at Exhibit B attached hereto.
- 1.6 Due Dates. 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.
- 1.7 In buildings in which BellSouth and AT&T have a joint tenancy, referred to herein as Condominium Arrangements, BellSouth shall provide cross connect facilities to AT&T without AT&T collocating in BellSouth's portion of the building, but only in the six "Condominium Arrangement" buildings in Florida. In all other circumstances, AT&T will be required to establish collocation arrangements in order to connect to BellSouth or other CLEC networks.

2. SPACE NOTIFICATION

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6 of this Attachment, BellSouth will permit AT&T 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 no space available due to technical infeasibility. BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If BellSouth responds that requested space is not available within the requested BellSouth Premises, BellSouth will inform AT&T of the amount of space that is available. If no space is available, BellSouth will inform AT&T virtual or adjacent collocation is an option at the requested Premises.
- 2.2 Space Availability Report. Upon request from AT&T, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation in a particular BellSouth Premises. The report must specify 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 for 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 AT&T must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises where applicable. 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 particular Premises within ten (10) calendar days of receipt of such request. BellSouth will respond in ten (10) calendar days to a request for up to and including five (5) Premises within the same state. The response time for a request of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar-day response time, BellSouth shall notify AT&T and inform AT&T of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying AT&T that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow AT&T, 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 central office must be received by

BellSouth within five (5) calendar days of the Denial of Application. Notwithstanding the foregoing, the Parties may agree to conduct the tour outside of the ten (10)-day period.

- 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) and the appropriate state and federal rules and regulations.
- 2.5 Waiting List. On a first-come first-served basis, 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. AT&T shall maintain its place on the waiting list, even if it has accepted virtual collocation after being denied physical collocation. AT&T shall remain on the waiting list until such time as physical collocation space is offered to AT&T. AT&T shall be placed on an existing waiting list by submitting a letter of intent, without having to file an actual application. Letters of intent shall be accepted in a non-discriminatory manner and shall establish a requesting carrier's place in line on the waiting list. Newly available space shall be offered to the first CLEC on the waiting list, regardless of whether the amount of space originally requested was greater than that which has become available. If the amount of newly available space is less than the amount originally requested by the first CLEC on the waiting list, AT&T shall have the first right to either accept or refuse this space. In addition, BellSouth shall accept letters of intent to collocate in central offices where a waiver is granted and a waiting list already exists. 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. Upon request BellSouth will advise AT&T as to its position on the list.
- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space. 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. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5 of this Attachment.

3 COLLOCATION OPTIONS

- 3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow AT&T to collocate AT&T's equipment and facilities without requiring the construction of a cage or similar structure to enclose said equipment and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow AT&T to have direct access to its equipment and facilities but may require AT&T to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.4 of this Attachment. BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment pursuant to Section 5.1 of this Attachment and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 5 of this Attachment.
- 3.1.1 Shared Cageless Collocation. AT&T may allow other telecommunications carriers to share AT&T's cageless collocation arrangements pursuant to the terms and conditions of Section 3.1 and Section 3.3 of this Attachment. Notwithstanding the forgoing, sharing of cageless space within the cageless arrangement shall not be authorized (1) where local building codes do not allow shared cageless collocation; or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by that lease from offering shared cageless collocation or (3) where the only remaining space of AT&T's cageless collocation arrangement requires AT&T's equipment to be commingled with BellSouth equipment. For purposes of this section, commingled means that the location of the AT&T cageless arrangement in the BellSouth equipment lineup is such that BellSouth is not able to enclose BellSouth's equipment. AT&T shall coordinate with its Guest, as defined below, and BellSouth to limit the number of parties working within the shared cageless collocation arrangement at the same time. BellSouth agrees to waive this provision in the event a specific project requires the presence of multiple parties all at the same time.
- 3.2 Cages and Adjacent Arrangement Enclosures. At AT&T's option and upon request, BellSouth shall construct cages in compliance with AT&T's collocation request. At AT&T's request, BellSouth shall permit AT&T to subcontract the construction of physical collocation arrangements with BellSouth Certified Vendors, provided however, that BellSouth shall not unreasonably withhold approval of contractors.

- 3.2.1 When AT&T subcontracts the construction, AT&T must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at AT&T's expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AT&T and AT&T's BellSouth Certified Vendor must comply with local building code requirements. AT&T's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation, including architectural drawings, necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.2.2 BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's specifications and to require AT&T to remove or correct at AT&T's cost any structure that does not meet these standards.
- 3.2.3 AT&T must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Access Keys provided to BellSouth shall not be duplicated under any circumstances. Except in case of emergency, BellSouth will not access AT&T's locked enclosure prior to notifying AT&T. BellSouth shall notify AT&T in writing immediately in the case of lost or stolen Access Keys. BellSouth will reimburse AT&T the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for AT&T to re-key locked enclosures as a result of a lost Access Key(s) or for failure to return an Access Key(s), BellSouth shall pay for all reasonable costs associated with the re-keying. AT&T shall have the right, at its expense, to have locks changed where deemed necessary for the protection and security of its locked enclosures, provided that AT&T shall immediately provide BellSouth with such new keys.
- 3.3 Shared Caged Collocation. AT&T may allow other telecommunications carriers to share AT&T's caged collocation arrangement pursuant to terms and conditions agreed to by AT&T ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is

prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and AT&T shall provide written notice to BellSouth that it has entered into a shared arrangement prior to submitting an application for said Guest. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment.

- 3.3.1 AT&T, as the host shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide AT&T with a proration of the costs of the collocation space based on the number of collocators and space used by each. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation ("ACNA"). In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest Application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit B, 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 provisions of the services and access to Network Elements.
- 3.3.2 AT&T 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 AT&T's Guests in the Collocation Space.
- 3.4 Adjacent Collocation. BellSouth will make available, where space is legitimately exhausted in a particular BellSouth Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. BellSouth will permit AT&T to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. BellSouth will provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. BellSouth will permit AT&T to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either BellSouth or by AT&T itself. The Adjacent Arrangement shall be constructed or procured by AT&T and in conformance with BellSouth's reasonable safety and maintenance requirements. BellSouth will provide specifications upon request. Further,

AT&T shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be as set forth in Exhibit B.

- 3.4.1 Should AT&T elect such option, AT&T must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AT&T and AT&T's contractor must comply with local building code requirements. AT&T's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BellSouth shall cooperate with AT&T and provide, at AT&T's expense, the documentation necessary for AT&T to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to AT&T the costs of providing the documentation. AT&T's BellSouth Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges invoiced by the Certified Vendor.
- 3.4.2 BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date; as defined in Section 4.1 of this Attachment, to ensure the design and construction comply with BellSouth's specifications. BellSouth may require AT&T, at AT&T's sole cost, to correct any deviations from BellSouth's specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 AT&T shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking and conduit) to the BellSouth point of interconnection. At AT&T's option, 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.
- 3.4.4 Where AT&T has elected to construct the adjacent enclosure itself, BellSouth shall deliver to AT&T the requested ground space thirty (30) days after BellSouth receives AT&T's Bona Fide Firm Order.
- 3.4.5 BellSouth shall allow other telecommunications carriers to share AT&T's Adjacent Arrangements pursuant to the terms and conditions set forth in Section 3.4 above.

3.4.6 If physical collocation space becomes available in a previously exhausted BellSouth structure, BellSouth must not require AT&T to move or prohibit AT&T from moving a collocation arrangement into that structure in accordance with the rates terms and conditions of this Attachment. Instead, BellSouth must continue to allow AT&T to collocate in any adjacent controlled environmental vault, or similar structure that AT&T has constructed or procured unless otherwise agreed to by the Parties or as ordered by the Florida Public Service Commission.

3.5 Co-carrier - Cross Connect (CCXC).

3.5.1 A cross connection [cross-connect] is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

3.5.2 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 AT&T to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall AT&T use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.

3.5.2.1 The CCXC shall be provisioned through facilities owned by AT&T. Such connections to other carriers may be made using either copper, fiber or other medium, where technically feasible. AT&T may deploy such copper, fiber or other medium directly between its own facilities and the premises of other CLEC(s) without being routed through BellSouth equipment. AT&T may not self provision CCXC on any BellSouth distribution frame, Bay, DSX or LGX. AT&T is responsible for ensuring the integrity of the signal.

3.5.2.2 AT&T shall be responsible for obtaining authorization from the other CLEC(s) involved. AT&T 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. AT&T provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, AT&T may have the option of constructing its own dedicated support structure.

3.5.2.3 In the event that BellSouth does not permit AT&T to provide CCXC's, BellSouth shall provide CCXC's between AT&T and other collocated telecommunications carriers pursuant to §51.323 (h) and subject to space availability and technical feasibility.

4 OCCUPANCY

4.1 Commencement Date. The “Commencement Date” shall be the day AT&T’s equipment becomes operational as described in Section 4.2 of this Attachment.

4.2 Occupancy. BellSouth will notify AT&T in writing that the Collocation Space is ready for occupancy. AT&T must place operational telecommunications equipment in the Collocation Space and begin either receiving access to Network Elements or interconnecting with BellSouth’s network within one hundred eighty (180) days after receipt of such notice. AT&T must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. If AT&T fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth may, upon thirty (30) days written notice, request AT&T to return the space. AT&T is not required to return the space if, within that thirty (30) day period: (1) AT&T utilizes the space by placing equipment in the space; (2) AT&T provides BellSouth a legitimate business plan within fifteen (15) calendar days showing its intent to utilize the space within forty-five (45) days of submitting the business plan; or (3) AT&T enters into a sharing relationship for its space pursuant to Section 3.3 of this Attachment. In the event that AT&T does not satisfy any of the foregoing conditions, its right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to AT&T with respect to said Collocation Space. However, for good cause shown, AT&T may request and BellSouth will grant an extension of up to thirty (30) days, unless otherwise mutually agreed to by the parties. Termination of AT&T’s rights to the Collocation Space pursuant to this section shall not operate to release AT&T from its obligation to reimburse BellSouth for all unpaid costs reasonably incurred by BellSouth pursuant to Section 4.2.2 of this Attachment in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this Section 4.2, AT&T’s telecommunications equipment will be deemed operational when cross-connected to BellSouth’s network for the purpose of service provision.

4.2.1 If, after the initial installation of AT&T’s equipment, the initial connections provided by BellSouth on BellSouth’s side of the demarcation point do not allow AT&T’s equipment to function in a manner that allows AT&T to provide telecommunications services to its end users, BellSouth will credit AT&T the floor space charges for the period of time that the AT&T equipment is not operational due to the faulty connections. Such credit will also include a

pro rata credit for cross-connections and any Network Elements ordered and installed and will not apply if the malfunction results from BellSouth provisioning such connections in accordance with AT&T specifications.

- 4.2.2 Termination. Except where otherwise agreed to by the Parties, AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of any other occupant of AT&T's Collocation Space; provided, however, that AT&T shall continue payment of monthly fees to BellSouth until such date as AT&T has fully vacated the Collocation Space. Upon expiration of this Attachment, AT&T shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the AT&T except for ordinary wear and tear. Unless otherwise agreed upon by the Parties, AT&T shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 USE OF COLLOCATION SPACE

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or for access to Network Elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude AT&T from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or BellSouth provides to any affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude AT&T from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities

- 5.1.1 Multi Functional Equipment is equipment that combines one or more functions that are necessary for interconnection or access to unbundled network elements with one or more functions that would not meet that standard as stand-alone functions.

- 5.1.1.1 Multi functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carriers seeks to deploy it, meets either or both of the standards set forth in paragraphs (b) (1) and (b) (2) of 47 C.F.R. Section 41.323(b)(3). For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the requesting carriers seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in paragraphs (b)(1) and (b) (2) of 47 C.F.R. Section 41.323(b)(3) must not cause the equipment to significantly increase the burden on the incumbent's property.
- 5.1.1.2 Traditional circuit switching equipment shall not generally be considered within the meaning of Section 251 (c) (6). However, the application of this equipment standard would allow for smaller types of switches and routers to be collocated. Examples of other equipment that would not be considered necessary include, but are not limited to, 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. Multi functional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth has the obligation to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.1.3 Whenever BellSouth objects to collocation of equipment by AT&T for purposes within the scope of section 251 (c) (6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth in paragraph (b) of the section. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If BellSouth denies collocation of AT&T's equipment, citing safety standards, BellSouth must provide to AT&T within five (5) business days of the denial a list of all equipment that BellSouth locates at the premises in question, together

with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends that AT&T's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that AT&T's equipment does not satisfy; BellSouth's basis for concluding that AT&T's equipment does not meet that safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

- 5.1.1.4 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Specifications ("NEBS") General Equipment Requirements: Criteria Level 1 requirements as set forth in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-063-CORE, Section 2; the equipment 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. BellSouth may not object to the Collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards.
- 5.1.2 AT&T shall not use the Collocation Space for marketing purposes nor shall it place any advertising signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 AT&T shall place a plaque or other identification affixed to AT&T's equipment, cage or adjacent structure necessary to identify AT&T's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 BellSouth shall not impose any performance standards, except for safety, on AT&T equipment. These safety standards will not exceed the standards that BellSouth imposes on its own equipment, its subsidiaries' equipment, or to the equipment of any third person.
- 5.2 For both Physical Collocation and Virtual Collocation, AT&T may either purchase unbundled facilities (and any necessary cross-connection) from BellSouth or provide its own or third-party leased facilities and terminate those facilities in its equipment located in its Collocation Space at BellSouth's Premises.
- 5.3 **Entrance Facilities.** AT&T may elect to place AT&T-owned or AT&T-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If AT&T desires to place cable

other than fiber, BellSouth shall permit interconnection using copper or coaxial cable if such interconnection is first approved by the Commission. AT&T 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 the AT&T's equipment in the Collocation Space. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/BellSouth Right-of-Way ("ROW") Attachment, incorporated herein by this reference, AT&T must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AT&T is responsible for maintenance of the entrance cable. 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 termination point.

- 5.4 Dual Entrance. BellSouth will provide at least two (2) such Interconnection points at each BellSouth Premises at which there are at least two (2) entry points for BellSouth's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, BellSouth shall provide AT&T with information regarding BellSouth's capacity to accommodate dual entrance facilities. Consistent with AT&T ROW Attachment, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, BellSouth will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.1 Shared Use. AT&T may utilize spare capacity on an existing telecommunications service providers entrance facility for the purpose of providing an entrance facility to another AT&T collocation arrangement within the same Premises. AT&T must arrange for BellSouth to splice the entrance facility to AT&T-provided riser cable.
- 5.5 Splicing in the Entrance Manhole. Although not generally permitted, should AT&T request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to AT&T by BellSouth, AT&T shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and

Occupational Safety and Health Act (“OSHA”) requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of forty-eight (48) hours prior to desired entry for normal work activities and at a minimum of two (2) hours prior to desired entry in an out of service condition.

- 5.6 Demarcation Point. For the purposes of this Attachment, BellSouth will designate the point(s) of demarcation between AT&T’s equipment and/or network and BellSouth’s network located at the perimeter of AT&T’s Collocation Space. Except as provided below, each Party shall be responsible for the installation, maintenance, and operation of all equipment/facilities on its side of the demarcation point.
- 5.6.1 AT&T shall be responsible for procuring the cable/cable extension. AT&T shall, through the use of a BellSouth Certified Vendor perform, 1) engineering and installation of the cable/cable extension from the AT&T equipment in the collocation space to the BellSouth designated network connection point; 2) termination of the cable extension at the AT&T equipment and the cable at the BellSouth designated network connection point; and 3) performance of end-to-end continuity testing. A copy of the continuity test results shall be provided to the local BellSouth Central Office Supervisor.
- 5.6.2 The actual cost of the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The vendor cost of engineering and installing the cable/cable extension shall be prorated based on the respective length of the cable on each side of the demarcation point. The labor and material vendor costs of terminating the cable and cable extension shall be borne respectively by BellSouth and AT&T. The cost of continuity testing shall be borne equally between the Parties, if feasible.
- 5.6.3 In the event that a trouble exists after all cable installation and testing have been completed, AT&T shall be responsible for contracting with a BellSouth Certified Vendor to test the cable/cable extension and terminations, and to perform any required repairs. To the extent that a trouble is found to exist with the terminations of either Party, that Party shall be responsible for the entire vendor cost of the testing and repair. To the extent that troubles are determined to exist in the terminations of both Parties, the vendor cost of testing and repair shall be divided equally between the Parties.

- 5.6.4 In the event that trouble is found to exist that requires replacement of the cable or additional cable installation, the responsibilities set forth in paragraphs 5.6.2 and 5.6.3 shall apply.
- 5.6.5 In the event a trouble can be remedied in different ways, the party bearing the greater portion of the vendor costs shall have the ultimate decision making authority as to how the repair should be made. At the request of either party, the parties will meet to discuss any disputes regarding any of the above responsibilities or the manner in which the above work is being performed and shall make a good faith effort to resolve any such dispute in a timely manner. In the performance of their obligations hereunder neither party shall cause any unnecessary delay or expense to the other.
- 5.6.6 The Parties agree to develop a process associated with implementing the terms and conditions set forth in this Section 5.6.
- 5.7 AT&T's Equipment and Facilities. AT&T, or if required by this Attachment, AT&T's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain BellSouth's approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. BellSouth may request additional information before granting approval.
- 5.8 Easement 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 reasonable notice to AT&T when access to the Collocation Space is required and provide a list of names of individuals authorized to enter said space. AT&T may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AT&T will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 11 of this Attachment, AT&T shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AT&T agrees to provide the name and either Driver's License, social security number, or date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access

Keys. Access Keys shall not be duplicated under any circumstances. AT&T agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AT&T employees, contractors, other occupants of AT&T's Collocation Space, or agents after termination of the employment relationship, contractual obligation with AT&T or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. Within sixty (60) days of the Effective Date of this Attachment, BellSouth and AT&T shall establish an agreed upon procedure for the return and confirmation of the return of Access Keys. Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location. BellSouth must allow AT&T reasonable access to its selected collocation space during construction after receipt of a Bona Fide Firm Order.

- 5.9.1 Security Escort. A security escort will be required whenever AT&T or its agent desires access to the entrance manhole or must have access to the Premises after the one (1) accompanied site visit allowed after Bona Fide Firm Order without charge to AT&T prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit B.
- 5.9.2 Lost or Stolen Access Keys. AT&T shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. AT&T will reimburse BellSouth the reasonable costs to replace each Access Key lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), AT&T shall pay for all reasonable costs associated with the re-keying. AT&T must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AT&T desires access to the Collocation Space.
- 5.9.3 AT&T authorized personnel will have immediate access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space by AT&T shall not interfere with or impair service provided by BellSouth or by any other telecommunications carriers located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other telecommunications carrier located on the Premises, the Collocation Space, or the Premises; shall not

compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of AT&T violates the provisions of this paragraph, BellSouth shall give written notice to AT&T, which notice shall direct AT&T to cure the violation within forty-eight (48) hours of AT&T's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If AT&T fails to take any action within forty-eight (48) hours of receipt of the written notice or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other telecommunications carrier located in the Premises, 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 AT&T's equipment. BellSouth will endeavor, but is not required, to provide notice to AT&T prior to taking such action and shall have no liability to AT&T for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.10.1 AT&T will be responsible for notifying BellSouth of any significant outages of AT&T's equipment which could impact any of the services offered by BellSouth, and provide estimated clearing time for restoration.
- 5.11 Personalty and its Removal. Subject to requirements of this Attachment, AT&T may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by AT&T in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by AT&T at any time. Any damage caused to the Collocation Space by AT&T's employees, agents or representatives during the removal of such property shall be promptly repaired by AT&T at its expense.
- 5.12 Alterations. In no case shall AT&T or any person acting on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration 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 AT&T.

- 5.13 Janitorial Service. AT&T will not be responsible for costs associated with maintenance and upkeep of the building. AT&T shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Vendor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6 ORDERING AND PREPARATION OF COLLOCATION SPACE

- 6.1 Application for Space. AT&T shall submit an application document when AT&T or AT&T's Guest(s), as defined in Section 3.3 of this Attachment, desires to request or modify the use of the Collocation Space. BellSouth shall provide AT&T with a single point of contact for all inquiries regarding collocation.

- 6.1.1 Initial Application. For AT&T or AT&T's Guest(s) initial equipment placement, AT&T shall submit to BellSouth a complete and accurate (complete and accurate means all required fields are filled in with the appropriate type of information) Application and Inquiry document ("Bona Fide Application"). The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s) and an estimate of the amount of square footage required.

- 6.1.2 Subsequent Application Fee. In the event AT&T or AT&T's Guest(s) desire to modify the use of the Collocation Space, AT&T shall complete a Bona Fide Application detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AT&T in the Bona Fide 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, and equipment additions. The fee paid by AT&T for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit B to this Attachment. In the event that the

modification requires a capital expenditure by BellSouth, the Application Fee set forth in Exhibit B to this Attachment shall be assessed.

- 6.2 Application Response. Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, 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 AT&T 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 AT&T 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. When BellSouth's response includes an amount of space less than that requested by AT&T or differently configured, AT&T must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.
- 6.2.1 Space Preferences. If AT&T has previously requested and received a Space Availability Report for the Premises, AT&T may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report.
- 6.2.1.1 At a minimum, BellSouth's space assignment policies and practices must meet the following principles: BellSouth space assignment policies and practices must not materially increase AT&T's collocation costs; must not materially delay AT&T's occupation and use of BellSouth's premises; must not assign physical collocation space that will impair the quality of service or impose other limitations on the service AT&T wishes to offer; and must not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within BellSouth's premises.
- 6.2.1.2 In the event that BellSouth cannot accommodate AT&T's preference(s), AT&T 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 subsequent application and a subsequent application fee will apply.
- 6.3 Bona Fide Firm Order. AT&T shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires AT&T to complete the

Bona Fide Application process described in Section 6.1.1 of this Attachment, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-IP-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order"). The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to AT&T's Bona Fide Application. If AT&T makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will be paused until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate AT&T's application as a result of changes requested by AT&T to AT&T's original application, then BellSouth will charge AT&T a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require AT&T to resubmit the application with an application fee.

- 6.3.1 The firm order date will be the date BellSouth receives a Bona Fide Firm Order. BellSouth will acknowledge the receipt of AT&T's 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
- 6.3.2 Within ten (10) business days after receipt of AT&T's Bona Fide Order, BellSouth and AT&T will visit, without charge, AT&T's designated collocation arrangement location.
- 6.4 **Construction and Provisioning Interval.** 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 Augmentations, 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 AT&T 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.
- 6.4.1 **Joint Planning Meeting.** Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and

AT&T will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to AT&T during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

- 6.4.2 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 seven (7) business days of the completion of finalized construction designs and specifications.
- 6.4.3 Acceptance Walk Through. AT&T and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by AT&T. The acceptance walk through shall occur within fifteen (15) calendar days of BellSouth's notification to AT&T that the collocation space is ready for occupancy. BellSouth will correct any deviations to AT&T's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at BellSouth's expense. At the end of the acceptance walk through or after any deviations are corrected, AT&T will execute a written document accepting the Collocation Space.
- 6.5 Use of Certified Vendor. A "BellSouth Certified Vendor" is a vendor that has been certified by BellSouth to perform certain activities pursuant to BellSouth's certified vendor program. AT&T shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, AT&T must select separate BellSouth Certified Vendors for equipment, switching equipment and power equipment. BellSouth shall provide AT&T with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing AT&T's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and AT&T upon successful completion of installation. The Certified Vendor shall bill AT&T directly for all work performed for AT&T pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall certify AT&T or any vendor proposed by AT&T when either satisfactorily completes BellSouth's certified vendor program.

- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth's and AT&T's equipment and facilities. Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AT&T's Collocation Space. Upon request, BellSouth will provide AT&T with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental and Safety Principles identified as Exhibit A attached hereto.
- 6.7 Power. BellSouth shall supply -48 Volt (-48V) DC power, including back-up power, for AT&T's Collocation Space within the Premises and shall make available AC power at AT&T's option for Adjacent Arrangement collocation. The power provided to AT&T by BellSouth shall be at least equal in quality and service level as that which is provided by BellSouth to itself or to any third party. When obtaining AC power from a BellSouth Service Panel, fuses and power cables must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. Electrical engineering standards require that the fuse positions for power feeders must exceed the actual drain (or expected consumption) by 50%. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized) and installed by AT&T's BellSouth Certified Vendor. AT&T's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth may be required to construct additional DC power plant or upgrade the existing DC power plant in a Premises as a result of AT&T's request to collocate in that Premises ("Power Plant Construction"). The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Telcordia and ANSI Standards regarding power cabling, including Telcordia Network Equipment Building System (NEBS) Standard GR-63-CORE. If BellSouth has not previously provided for power plant capacity for collocation at a specific site, then AT&T has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor and such contractor shall comply with BellSouth's guidelines and specifications. Where AT&T performs its own dedicated Power Plant Construction, upon termination of this Attachment

AT&T shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. The termination and grounding locations shall be as mutually agreed upon by the Parties.

- 6.8 Basic Telephone Service. Upon request of AT&T, 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.
- 6.9 Space Preparation. 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. AT&T shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner. 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 AT&T opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to AT&T as prescribed in Section 7.4. BellSouth will reimburse AT&T in an amount equal to AT&T's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth, but only to the extent such expenditures are not recovered through AT&T's Performance Measures Attachment.
- 6.10 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1, in addition to meeting the standards applicable to Virtual Collocation set forth in §51.323 (b) For the interconnection to BellSouth's network and access to BellSouth Network Elements, AT&T may purchase Cross-Connects as set forth in Exhibit B, and AT&T may designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in Section 5.1 of this Attachment. 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, AT&T may transition 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. In the event that BellSouth knows when additional space for physical collocation may become available at the

location requested by AT&T, such information will be provided to AT&T in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to AT&T within one hundred eighty (180) days of BellSouth's written denial of AT&T's request for physical collocation, and (ii) AT&T was not informed in the written denial that physical collocation space would become available within such one hundred eighty (180) days, then AT&T may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AT&T must arrange with a BellSouth approved vendor for the relocation of equipment from its virtual collocation to its physical collocation space and will bear the cost of relocation.

6.10 BellSouth shall authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

6.11 Cancellation. If, at anytime, AT&T cancels its order for the Collocation Space(s), BellSouth shall return that portion of the charges paid by AT&T which exceed any expenses incurred up to the date that written notice of the cancellation is received. If BellSouth can demonstrate that BellSouth's expenses exceeded the estimated charges paid by AT&T, AT&T will pay BellSouth the additional charges. In no event will the level of reimbursement under this paragraph exceed the maximum amount AT&T would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. AT&T, 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.

7 **RATES AND CHARGES**

- 7.1 BellSouth may begin billing AT&T for recurring charges for the Collocation Space on the date that AT&T executes the written document accepting the Collocation Space pursuant to Section 6.4.3 of this Attachment, or on the date AT&T first occupies the Collocation Space whichever is sooner. If AT&T fails to schedule and complete a walkthrough pursuant to Section 6.4.3, then BellSouth shall begin billing AT&T for recurring charges as of the day after expiration of the timeframe in which AT&T is required to schedule and complete the acceptance walkthrough.
- 7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee.
- 7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power AT&T's equipment. When the Collocation Space is enclosed, AT&T shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AT&T 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 AT&T's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AT&T shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date AT&T first occupies the Collocation Space, whichever is sooner.
- 7.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for AT&T's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at AT&T's option within the Premises.

- 7.5.1 The determination of the specific BellSouth Power Board or specific BellSouth BDFB as the power source will be made at BellSouth's sole, but reasonable discretion. BellSouth reserves the right to make this determination in the event of a potential overload condition or for other technical reasons.
- 7.5.2 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Recurring power charges begin on the Space Ready Date, or on the date AT&T first occupies the Collocation Space, whichever is sooner. Rates include redundant feeder fuse positions (A&T) and cable rack to AT&T's equipment or space enclosure.
- 7.5.3 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B of this Attachment, incorporated herein by this reference. AC power voltage and phase ratings shall be determined on a per location basis.
- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). AT&T will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8 INSURANCE

- 8.1 Insurance coverage shall be maintained pursuant to Section 21 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

9 MECHANICS LIENS

- 9.1 If any mechanics lien or other liens shall be filed against property owned by either Party (BellSouth or AT&T), 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) 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 shall conduct an inspection of AT&T's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AT&T's equipment and equipment of BellSouth. BellSouth may conduct an inspection if AT&T adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AT&T 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. If, as a result of the inspection by BellSouth, AT&T is found to be in non-compliance with the terms and conditions of this section, AT&T must modify its installation to achieve compliance.

11 SECURITY AND SAFETY REQUIREMENTS

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements that BellSouth will maintain at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3 of this Attachment, or authorized agents of AT&T will be permitted in the BellSouth Premises. AT&T shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's or agent's name and photo, and AT&T's name. BellSouth reserves the right to remove from its Premises any employee or agent of AT&T not possessing identification issued by AT&T. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises in accordance with Section 6 of the General Terms and Conditions of this Attachment, incorporated herein by this reference. AT&T shall be solely responsible for ensuring that any Guest of AT&T is in compliance with all subsections of this Section 11.

- 11.2 AT&T will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AT&T employee or agent hired by AT&T within two (2) years prior to being considered for work on the BellSouth Premises, for the state counties where the AT&T employee or agent has worked and lived for at least five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.3 AT&T will administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth or meet the criteria defined by BellSouth.
- 11.4 AT&T shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AT&T 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 AT&T personnel who have been identified to have misdemeanor convictions. Notwithstanding the foregoing, in the event that AT&T chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AT&T 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).
- 11.5 For each AT&T employee or agent hired by AT&T within two (2) years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, AT&T shall furnish BellSouth, prior to the 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 or agent. If the employee's or agent's criminal history includes misdemeanor convictions, AT&T will disclose the nature of the convictions to BellSouth at that time. In the alternative, AT&T 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.
- 11.5.1 For all other AT&T employees requiring access to a BellSouth Premises pursuant to this Attachment, AT&T shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.5 above and that security training was completed by the employee.

- 11.6 At BellSouth's request, AT&T shall promptly remove from the BellSouth Premises any employee or agent of AT&T's BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.
- 11.7 Notification to BellSouth. BST reserves the right to interview AT&T's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another AT&T's property or personnel, provided that BellSouth shall provide reasonable notice to AT&T's Security contact of such interview and arranges for AT&T's Security personnel to participate. AT&T and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AT&T's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill AT&T for all reasonable costs associated with investigations involving its employees, agents or contractors if it is established and mutually agreed in good faith that AT&T's employees, agents or contractors are responsible for the alleged act. BellSouth shall bill AT&T for BellSouth property which is stolen or damaged where an investigation determines the culpability of AT&T's employees, agents or contractors and where AT&T agrees, in good faith, with the results of such investigation. AT&T shall notify BellSouth in writing immediately in the event that AT&T discovers one of its employees or agents 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 the BellSouth Premises, any employee or agent found to have violated the security and safety requirements of this section. AT&T shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises in accordance with Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards), will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees or agents.
- 11.11 BellSouth shall not use any information it collects in the course of implementing or operating security arrangements or other activities for marketing or any other purpose.
- 11.12 BellSouth shall exercise the same level of care it provides to itself to prevent harm or damage to AT&T, its employees, agents or end users, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:
- 11.12.1 Agreeing not to use card access readers and devices that use cards that are encoded identically or mechanized coded locks on external doors or on internal doors to spaces that house AT&T equipment.
- 11.12.2 Insure that the area that houses AT&T's equipment is adequately secured and monitored to prevent unauthorized entry.
- 11.12.3 Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth admissions practices.
- 11.12.4 Installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces that contain or house AT&T equipment or equipment enclosures.
- 11.12.5 Controlling access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces that contain or house AT&T equipment or equipment enclosures.
- 11.12.6 BellSouth will provide notification to designated personnel of an actual or attempted security breach of AT&T's Collocation Space, upon BellSouth discovery of such breach.

**12 NOTIFICATION OF SERVICE AFFECTING ACTIVITY WITHIN
THE BELLSOUTH PREMISES**

12.1 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. BellSouth will inform AT&T by telephone of any emergency-related activity that BellSouth or its subcontractors may be performing that may directly affect the Collocation Space occupied by AT&T or that is directly related to AT&T circuits that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. To the extent that the Emergency Notification Process requires BellSouth to incur additional costs, AT&T shall reimburse BellSouth for such costs. The Access Carrier Advocacy Center ("ACAC") shall be the single point of contact on all matters pertaining to the following areas:

Equipment or Central Office Engineering
Outside Plant Engineering
Physical & Logical Security
Provisioning
Maintenance

Billing

Operations
Site and Building Managers
Environmental and Safety

13 DESTRUCTION OF COLLOCATION SPACE

13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AT&T's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment, only with respect to 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 a Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AT&T's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AT&T, 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. AT&T may, at its own expense, accelerate the rebuild of its Collocation Space and equipment, provided however, that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. AT&T's acceleration of the project increases the cost of the project in those additional charges incurred by AT&T. Where allowed and where practical, AT&T shall erect a temporary facility while BellSouth rebuilds or makes repairs. Where a damaged Collocation Space shall be rebuilt or repaired, AT&T shall be entitled to an equitable abatement of rent and other charges, commencing upon the unsuitability of such damaged Collocation Space for AT&T's permitted use, until such Collocation Space is fully repaired and restored and AT&T's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where AT&T has placed an Adjacent Arrangement pursuant to Section 3.4 of this Attachment, AT&T shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 EMINENT DOMAIN

14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate only with respect to such taken Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for such taken 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 AT&T shall each have the right to terminate this Attachment only with respect to such part of the Collocation Space or Adjacent Arrangement taken and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15 RELOCATION OF AT&T'S EQUIPMENT

- 15.1 Except as otherwise stated in this Attachment, BellSouth shall use its best efforts to prevent AT&T from having to relocate its equipment during the term of this Attachment. If AT&T, at BellSouth's request, agrees to relocate its equipment, then BellSouth shall reimburse AT&T for any and all costs reasonably associated with such relocation.

16 NONEXCLUSIVITY

- 16.1 AT&T 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 in accordance with the procedures established in this Attachment of obtaining Collocation Space.

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 AT&T 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 agreement.

1.2 Notice. BellSouth and AT&T shall provide notice to the other, including Material Safety Data Sheets ("MSDS"), 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. AT&T should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AT&T 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. AT&T 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 AT&T when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AT&T space with proper notification. BellSouth reserves the right to stop any AT&T 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 AT&T are owned by AT&T. AT&T 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 AT&T or different hazardous materials used by AT&T at the BellSouth Facility. AT&T 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 AT&T to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and AT&T 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 AT&T will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AT&T 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 AT&T 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

When performing functions that fall under the following Environmental categories on BellSouth's Premises, AT&T 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. AT&T further agrees to cooperate with BellSouth to ensure that AT&T's 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 AT&T, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
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

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

EXHIBIT 4

EXHIBIT 4

**ATTACHMENT 4
RATES**

Version 4Q01 1-31-02

COLLOCATION - Florida										Attachment 4		Exhibit B					
CATEGORY	NOTES	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	8.86										
		Physical Collocation - Power per Fused Amp -48V DC Power (Note 1) ICB rate for existing arrangements provisioned when the power rate included a NRC for power plant construction			CLO	PE1FJ	\$6.95	ICB	ICB								
		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 - Application Fee, per application			CLO	PE1DT		535.54									