

**Amendment to the Agreement
Between
Progress Telecom, LLC
and
BellSouth Telecommunications, Inc. d/b/a
AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee
Dated October 9, 2005**

Pursuant to this Amendment, (the "Amendment"), Progress Telecom, LLC (PTLLC), and BellSouth Telecommunications, Inc. ("BellSouth") d/b/a AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Amendment Effective Date").

WHEREAS, AT&T and PTLLC entered into the Agreement on October 9, 2005, and;

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

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to amend the Agreement by replacing the existing Attachment 4 Central Office Collocation with the revised Attachment 4 Central Office Collocation. The Parties further agree that the Attachment 4 Central Office Collocation (which is attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions of the existing Attachment 4 Central Office Collocation in their entireties, without the necessity of physically removing the superceded Attachment 4 Central Office Collocation from publicly filed Agreements such as those on file with the state public utility regulatory commission.
3. The Parties hereby agree to incorporate into the Agreement the Collocation USOC PE1DA for DC Power, Per List 1 Drain and the associated rates contained in Exhibit 1, attached hereto and therefore a part of this Amendment, to Attachment 4 Collocation Rates, Exhibit B of the existing interconnection agreement.
4. All of the other provisions of the Agreement shall remain in full force and effect.
5. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions,

legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Progress Telecom, LLC

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida, AT&T Georgia, AT&T
Kentucky, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: Jamie Moyer

By: Kristen E. Shore

Name: Jamie Moyer

Name: Kristen E. Shore

Title: Senior Director, Interconnection Services

Title: Director

Date: 5-9-08

Date: 5/14/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____

Attachment 4

Central Office Collocation

CENTRAL OFFICE COLLOCATION TABLE OF CONTENTS

- 1. Scope of Attachment**
 - 1.1 BellSouth Premises**
 - 1.2 Right to Occupy**
 - 1.3 Space Allocation**
 - 1.4 Transfer of Collocation Space**
 - 1.5 Space Reclamation**
 - 1.6 Use of Space**
 - 1.7 Rates and Charges**
 - 1.8 Due Dates**
 - 1.9 Compliance**
 - 1.10 Service Coordination**

- 2. Space Availability Report**
 - 2.1 Space Availability Optional Report**

- 3. Collocation Options**
 - 3.1 Cageless Collocation**
 - 3.2 Caged Collocation**
 - 3.3 Shared Caged Collocation**
 - 3.4 Adjacent Collocation**
 - 3.5 Direct Connect**
 - 3.6 Co-Carrier Cross Connect**

- 4. Occupancy**
 - 4.1 Space Ready Notification**
 - 4.2 Acceptance Walk Through**
 - 4.3 Early Space Acceptance**
 - 4.4 Termination of Occupancy**

- 5. Use of Collocation Space**
 - 5.1 Equipment type**
 - 5.2 Terminations**
 - 5.3 Security Interest in Equipment**
 - 5.4 No Marketing**
 - 5.5 Equipment Identification**
 - 5.6 Entrance Facilities**
 - 5.7 Dual Entrance Facilities**
 - 5.8 Shared Use**
 - 5.9 Demarcation Point**
 - 5.10 Equipment and Facilities**
 - 5.11 BellSouth's Access to Collocation Space**

5.12. Customer's Access

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

5.13. Interference or Impairment

5.14. Personalty and Its Removal

5.15. Alterations

5.16. Janitorial Service

6. Ordering and Preparation of Collocation Space

6.1. Initial Application

6.2. Subsequent Application

6.3. Space Preferences

6.4. Space Availability Notification

6.5. Denial of Application

6.6. Petition for Waiver

6.7. Waiting List

6.8. Public Notification

6.9. Application Response

6.10. Application Modifications

6.11. Bona Fide Firm Order

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.2. Joint Planning

7.3. Permits

7.4. Circuit Facility Assignments

7.5. Use of BellSouth Certified Supplier

7.6 Alarms and Monitoring

7.7. Virtual to Physical Relocation

7.8 Virtual to Physical Conversion (In Place)

7.9. Cancellation

7.10. Licenses

7.11. Environmental Compliance

8. Rates and Charges

8.1. Payment Agreement

8.2. Application Fees

8.3. Recurring Charges

8.4. Space Preparation

8.5. Floor Space

8.6. Power

8.7. Cable Installation

8.8. Cable Records

- 8.9. Security Escort
- 8.10. Other

**CENTRAL OFFICE COLLOCATION
TABLE OF CONTENTS (Cont'd.)**

- 9. Insurance
- 10. Mechanics Lien
- 11. Inspections
- 12. Security and Safety Requirements
- 13. Destruction of Space
- 14. Eminent Domain
- 15. Nonexclusivity

EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES
EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

- 1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when PTLLC is physically collocated as a sole occupant or as a Host within a BellSouth Premises location pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to PTLLC collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow PTLLC to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by PTLLC and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.
- 1.2.1.1 In all states other than Florida, the size specified by PTLLC may contemplate a request for space sufficient to accommodate PTLLC’s growth within a twenty-four (24) month period.
- 1.2.1.2 In the state of Florida, the size specified by PTLLC may contemplate a request for space sufficient to accommodate PTLLC’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign PTLLC Collocation Space that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate PTLLC's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase PTLLC's cost or materially delay PTLLC's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service PTLLC wishes to offer, reduce

- unreasonably the total space available for physical collocation or preclude unreasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space. PTLLC shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) PTLLC has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with PTLLC's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.1 The responsibilities of PTLLC shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and PTLLC.
- 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. PTLLC will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and PTLLC cannot demonstrate that PTLLC will utilize the Collocation Space in the timeframes as set forth below in Section 1.5.2. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to PTLLC requesting that PTLLC release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in PTLLC's collocation arrangement is not being utilized.

- 1.5.2 Within twenty (20) calendar days of receipt of written notification from BellSouth, PTLIC shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case PTLIC shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date PTLIC accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, PTLIC shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.3 Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or PTLIC's refusal to return requested Collocation Space should be resolved by BellSouth and PTLIC pursuant to the Dispute Resolution language contained in this Agreement.
- 1.6 Use of Space. PTLIC shall use the Collocation Space for the purpose of installing, maintaining and operating PTLIC's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to PTLIC may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. PTLIC agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 25 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from PTLIC and at PTLIC's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth 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 BellSouth Premises for which the Space Availability Report was requested by PTLIC.
- 2.1.1 The request from PTLIC for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the BellSouth Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) calendar days of the receipt of such request. BellSouth will make its best efforts to respond in ten (10) calendar days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify PTLIC and inform PTLIC of the timeframe under which it can respond.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow PTLIC to collocate PTLIC's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow PTLIC to have direct access to PTLIC's equipment and facilities in accordance with Section 5.12. BellSouth shall make cageless collocation available in single bay increments. Except where PTLIC's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, PTLIC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At PTLIC's expense, PTLIC will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications (hereinafter referred to as Specifications) prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, PTLIC and PTLIC's BellSouth Certified Supplier must comply with the more stringent local building code requirements. PTLIC's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at PTLIC's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for PTLIC's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. PTLIC's BellSouth Certified Supplier shall bill PTLIC directly for all work performed for PTLIC. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by PTLIC's BellSouth Certified Supplier. PTLIC must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access PTLIC's locked enclosure prior to notifying PTLIC at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required. Upon request, BellSouth shall construct the enclosure for PTLIC.
- 3.2.1 BellSouth may elect to review PTLIC's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify PTLIC of its desire to execute this review in BellSouth's response to the Initial Application, if PTLIC has indicated its desire to construct its own enclosure. If PTLIC's Initial Application does not indicate its desire to construct its own enclosure and PTLIC subsequently decides to construct its own enclosure prior to the BellSouth Application Response, as defined in Section 6.10 of this Attachment, then PTLIC will resubmit its application, indicating its desire to construct its own enclosure. If PTLIC subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, PTLIC will submit a Subsequent Application, as defined in Section 6.3 of this Attachment. If BellSouth elects to review PTLIC's plans and specifications, then BellSouth will provide notification within ten (10) calendar days after the BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of PTLIC's plans and specifications. Regardless of whether or not BellSouth elects to review PTLIC's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to PTLIC's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of

- the enclosure from PTLLC. BellSouth shall require PTLLC to remove or correct within seven (7) calendar days, at PTLLC's expense, any structure that does not meet PTLLC's plans and specifications or BellSouth's Specifications, as applicable.
- 3.3 Subleased Caged Collocation. PTLLC may allow other telecommunications carriers to sublease PTLLC's caged Collocation arrangement, pursuant to the terms and conditions agreed to by PTLLC (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to PTLLC. BellSouth shall be notified in writing by PTLLC upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by PTLLC that said agreement imposes upon the Guest(s) the same material terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and PTLLC. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and PTLLC.
- 3.3.1 PTLLC, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide PTLLC with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, PTLLC shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial and Subsequent applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide application (application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 PTLLC 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 PTLLC's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by PTLIC or PTLIC's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction Specifications. Further, PTLIC shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If PTLIC requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, PTLIC must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide the appropriate Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, PTLIC and PTLIC's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. PTLIC's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. PTLIC's BellSouth Certified Supplier shall bill PTLIC directly for all work performed for PTLIC to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by PTLIC's BellSouth Certified Supplier. PTLIC must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access PTLIC's locked enclosure prior to notifying PTLIC at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.
- 3.4.2 PTLIC must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review PTLIC's plans and specifications prior to the construction of an Adjacent Arrangement(s) to ensure PTLIC's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of the plans and specifications from PTLIC for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to PTLIC's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from PTLIC. BellSouth shall require PTLIC to remove or correct within seven (7) calendar days, at PTLIC's expense, any structure that does not meet its submitted plans and specifications or BellSouth's Specifications, as applicable.

- 3.4.3 PTLCC shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At PTLCC's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at PTLCC's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. PTLCC will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. PTLCC's BellSouth Certified Supplier shall be responsible, at PTLCC's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.
- 3.5 Direct Connect. BellSouth will permit PTLCC to directly interconnect between its own virtual/physical Collocation Space within the same central office (Direct Connect). PTLCC shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by PTLCC. PTLCC-provisioned Direct Connects shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by PTLCC to provision the Direct Connect between its virtual/physical Collocation Spaces. In those instances where PTLCC's virtual/physical Collocation Space is contiguous in the central office, PTLCC will have the option of using PTLCC's own technicians to deploy the Direct Connects using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. PTLCC will deploy such electrical or optical connections directly between its own facilities without being routed through BellSouth's equipment. PTLCC may not self-provision Direct Connects on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). PTLCC is responsible for ensuring the integrity of the signal.
- 3.5.1 To place an order for Direct Connects, PTLCC must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of Direct Connect, the Co-Carrier Cross

- Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of Direct Connects, either an Initial Application Fee or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to PTLLC.
- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between PTLLC and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit PTLLC to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the telecommunications carrier requesting the CCXC. PTLLC is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.6.1 PTLLC must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by PTLLC. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. PTLLC shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The PTLLC-provisioned CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by PTLLC to provision the CCXC to the other collocated telecommunications carrier. In those instances where PTLLC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, PTLLC may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. PTLLC shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of the other collocated telecommunications carrier without being routed through BellSouth's equipment. PTLLC shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX or LGX . PTLLC is responsible for ensuring the integrity of the signal.
- 3.6.2 To place an order for CCXCs, PTLLC must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC], as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of CCXCs, either an Initial Application or Subsequent Application Fee

will apply, pursuant to Section 6.3.1 of this Attachment. BellSouth will bill this nonrecurring fee on the date that it provides an application Response to PTLCC.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify PTLCC in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. PTLCC will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) calendar days of the Space Ready Date. BellSouth will correct any identified deviations from PTLCC's original or jointly amended application within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If PTLCC completes its acceptance walkthrough within the fifteen (15) calendar day interval associated with the new Space Ready Date, billing will begin upon the date of PTLCC's acceptance of the Collocation Space (Space Acceptance Date). In the event PTLCC fails to complete an acceptance walkthrough within the fifteen (15) calendar day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by PTLCC on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If PTLCC decides to occupy the Collocation Space prior to the Space Ready Date, the date that PTLCC executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space will be the Space Acceptance Date and billing will begin from that date.
- 4.4 PTLCC must notify BellSouth in writing that its collocation equipment installation is complete. PTLCC's collocation equipment installation is complete when it has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to its customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice.
- 4.5 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, PTLCC may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that PTLCC and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that PTLCC signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals discrepancies, billing will

cease on the date that BellSouth and PTLLC jointly conduct an inspection, confirming that PTLLC has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to certain rate elements in Alabama, Florida, Georgia, Kentucky, Mississippi, South Carolina and Tennessee. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate PTLLC's right to occupy Collocation Space in the event PTLLC fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment.

- 4.5.1 Upon termination of occupancy, PTLLC, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by PTLLC from the Collocation Space. PTLLC shall have thirty (30) calendar days from the Bona Fide Firm Order (BFFO) date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of PTLLC's Guest(s), unless PTLLC's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth prior to PTLLC's removal date.
- 4.5.2 PTLLC shall continue the payment of all monthly recurring charges to BellSouth until the date PTLLC, and if applicable PTLLC's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If PTLLC or PTLLC's Guest(s) fails to vacate the Collocation Space within thirty (30) calendar days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of PTLLC or PTLLC's Guest(s), in any manner that BellSouth deems fit, at PTLLC's expense and with no liability whatsoever for PTLLC's property or PTLLC's Guest(s)'s property.
- 4.5.3 Upon termination of PTLLC's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and PTLLC shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by PTLLC, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. PTLLC's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. PTLLC shall be responsible for the cost of removing any PTLLC constructed enclosure, together with any supporting structures (e.g., racking, conduits, or power cables), by the Termination Date 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 to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the

- term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.
- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on PTLCC's failure to comply with this Section.
- 5.2 Terminations. PTLCC shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the collocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event PTLCC submits an application for terminations that will exceed the total capacity of the collocated equipment, PTLCC will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Agreement, and thereafter to be updated annually during the term of this Agreement, PTLCC will provide a report to ICS Collocation Product

- Management, Room 34A55, 675 W. Peachtree Street, NE, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during a calendar year to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar year, no report shall be due hereunder in connection with such calendar year.
- 5.4 No Marketing. PTLLC shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. PTLLC shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of PTLLC's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify PTLLC's equipment in the case of an emergency. For caged Collocation Space, the identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. PTLLC may elect to place PTLLC-owned or PTLLC leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. PTLLC will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location by BellSouth. PTLLC will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to PTLLC's equipment in the Collocation Space. In the event PTLLC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. PTLLC must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in the manhole. PTLLC is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Entrance Facilities. At PTLLC's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit PTLLC to use copper or coaxial cable entrance facilities if approved by the Commission, but only in those rare instances where PTLLC demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which PTLLC's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point; unless BellSouth determines that no space is available for the placement of the required entrance facilities.

- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by PTLLC for dual entrance facilities to its physical Collocation Space, BellSouth shall provide PTLLC with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to PTLLC's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to PTLLC in the Application Response.
- 5.8 Shared Use. PTLLC may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to PTLLC's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. PTLLC must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the PTLLC-provided riser cable to the spare capacity on the entrance facility. If PTLLC desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from PTLLC authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on PTLLC's entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between PTLLC's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on BellSouth's designated conventional distributing frame (CDF). PTLLC shall be responsible for providing the necessary cabling and PTLLC's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. PTLLC or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between PTLIC's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, PTLIC may request that the demarcation point be a Point of Termination Bay (POT Bay) in a common area within the BellSouth Premises, which PTLIC shall be responsible for providing and PTLIC's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, as well as installing the necessary cabling between PTLIC's Collocation Space and the POT Bay. PTLIC, its agent, or PTLIC's BellSouth Certified Supplier must perform all required maintenance to the equipment/facilities on its side of the demarcation point and may self-provision cross-connects that it requires within its own Collocation Space to activate service requests. BellSouth shall negotiate alternative rates, terms and conditions for the demarcation point in Tennessee, if PTLIC desires to avoid the use of a POT Bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.10 Equipment and Facilities. PTLIC, or if required by this Attachment, PTLIC's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and facilities used by PTLIC, which must be performed in compliance with all applicable BellSouth Specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. PTLIC and its designated BellSouth Certified Supplier must follow and comply with all BellSouth Specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to PTLIC's Collocation Space. BellSouth retains the right to access PTLIC's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to PTLIC at least forty-eight (48) hours before access to PTLIC's Collocation Space is required. PTLIC may elect to be present whenever BellSouth performs work in the PTLIC's Collocation Space. The Parties agree that PTLIC will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 PTLIC must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, Adjacent Collocation Arrangements, pursuant to this Section.

- 5.12 PTLLC's Access. Pursuant to Section 12, PTLLC shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. PTLLC agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of PTLLC or PTLLC's Guest(s) that will be provided with access keys or cards (Access Devices), prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by PTLLC and returned to BellSouth Access Management within fifteen (15) calendar days of PTLLC's receipt. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. PTLLC agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of PTLLC's employees, suppliers, agents, or Guest(s) after termination of the employment relationship, the contractual obligation with PTLLC ends, upon the termination of this Attachment, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises and shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.12.1 BellSouth will permit one (1) accompanied site visit to PTLLC's designated Collocation Space, after receipt of the BFFO, without charge to PTLLC. PTLLC must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to a BellSouth Premises at least thirty (30) calendar days prior to the date PTLLC desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, PTLLC may submit a request for its one (1) accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event PTLLC desires access to the Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit PTLLC to access the Collocation Space accompanied by a security escort, at PTLLC's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. PTLLC must request escorted access to its designated Collocation Space at least three (3) business days prior to the date such access is desired. A security escort will be required whenever PTLLC or its approved agent desires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. PTLLC shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of PTLLC's employees, suppliers, agents or Guest(s) to return an Access Device(s), PTLLC shall pay for the costs of re-keying the building or deactivating the Access Device(s).

- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, PTLLC shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of PTLLC violates the provisions of this paragraph, BellSouth shall provide written notice to PTLLC, which shall direct PTLLC to cure the violation within forty-eight (48) hours of PTLLC's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if PTLLC fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to PTLLC's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to PTLLC prior to the taking of such action and BellSouth shall have no liability to PTLLC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and PTLLC fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to PTLLC or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by PTLLC is significantly degrading the performance of other advanced services or

- traditional voice band services, PTLLC shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, the degraded service shall not prevail against the newly-deployed technology.
- 5.14 **Personalty and its Removal.** Facilities and equipment placed by PTLLC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by PTLLC at any time. Any damage caused to the Collocation Space by PTLLC's employees, suppliers, or agents during the installation or removal of such property shall be promptly repaired by PTLLC at its sole expense. If PTLLC decides to remove equipment from its Collocation Space and the removal requires no physical work be performed by BellSouth and PTLLC's physical work includes, but is not limited to, power reduction, cross connects, or tie pairs, BellSouth will bill PTLLC the appropriate application fee associated with the type of removal activity performed by PTLLC, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to PTLLC.
- 5.15 **Alterations.** Under no condition shall PTLLC or any person acting on behalf of PTLLC make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by PTLLC. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.3.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides PTLLC with an Application Response.
- 5.16 **Janitorial Service.** PTLLC shall be responsible for the general upkeep of its Collocation Space. PTLLC shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis, upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 If any state or federal regulatory agency imposes intervals applicable to PTLLC that are different from intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For PTLIC's or PTLIC's Guest's(s') initial equipment placement, PTLIC shall input a physical Expanded Interconnection Application Document (Initial Application) directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply to each Initial Application submitted by PTLIC and will be billed by BellSouth on the date BellSouth provides PTLIC with an application Response.
- 6.3 Subsequent Application. In the event PTLIC or PTLIC's Guest(s) desires to modify its use of the Collocation Space after a BFFO, PTLIC shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change requested by PTLIC in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fees. The application fee paid by PTLIC for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires administrative activity be performed by BellSouth, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space (where the removal requires no physical work be performed by BellSouth), an Alteration made to a Bona Fide application prior to BellSouth's receipt of the BFFO, and/or a virtual-to-physical Conversion (In Place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when PTLIC submits a Subsequent Application for a direct connection between its own virtual and physical Collocation arrangements in the same BellSouth Premises or between its virtual or physical Collocation arrangement and that of another collocated telecommunications carrier within the same BellSouth Premises. The fee for a Subsequent Application, in which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides PTLIC with an Application Response.

- 6.4 Space Preferences. If PTLIC has previously requested and received a Space Availability Report for the BellSouth Premises, PTLIC may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the PTLIC's preference(s), PTLIC may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides PTLIC with an application Response.
- 6.5 Space Availability Notification.
- Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within the requested BellSouth Premises. BellSouth's e. App will reflect when PTLIC's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify PTLIC of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by PTLIC or space that is configured differently, no application fee will apply. If PTLIC decides to accept the available space, PTLIC must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When PTLIC resubmits its application to accept the available space, BellSouth will bill PTLIC the appropriate application fee.
- 6.5.1 BellSouth will respond to a Florida or Tennessee application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth's e. App will reflect when PTLIC's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify PTLIC of the amount of space that is available or space that may be configured differently and no application fee will apply. If PTLIC decides to accept the available space, PTLIC must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When PTLIC resubmits its application to accept the available space, BellSouth will bill PTLIC the appropriate application fee.
- 6.6 Denial of Application. If BellSouth notifies PTLIC that no space is available (Denial of Application), BellSouth will not assess an application fee to PTLIC. After notifying PTLIC that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow PTLIC, upon request, to tour the entire BellSouth Premises within ten (10) calendar days of such Denial of Application. In order to

- schedule this tour, the request for the tour of the BellSouth Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit PTLCC to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that the BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) calendar days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.8.2 When physical Collocation Space becomes available, PTLCC must submit an updated, complete, and accurate application to BellSouth within thirty (30) calendar days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If PTLCC has originally requested caged Collocation Space and cageless Collocation Space becomes available, PTLCC may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that PTLCC wants to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.8.3 PTLCC may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If PTLCC does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.8.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove PTLCC from the waiting list. Upon request, BellSouth will advise PTLCC as to its position on the waiting list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable PTLCC to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.2 In Florida and Tennessee, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable PTLCC 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 any other applicable space preparation fees, as described in Section 8. When PTLCC submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response interval will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, at the request of PTLCC, or as necessitated by technical considerations, the application shall be considered a new

- Application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge PTLLC the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to section 6.3.1.
- 6.12 Bona Fide Firm Order.
- 6.12.1 PTLLC shall indicate its intent to proceed with its Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to PTLLC's Bona Fide application or PTLLC's application will expire.
- 6.12.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of PTLLC's BFFO. BellSouth will acknowledge the receipt of PTLLC's BFFO within seven (7) calendar days of receipt, so that PTLLC will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by PTLLC. If additional space has been requested by PTLLC BellSouth will complete construction for Collocation space as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO for physical collocation space and forty five (45) calendar days from receipt of a BFFO for virtual collocation space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and PTLLC cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, or within thirty (30) calendar days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space

under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from the ordered interval from the appropriate Commission.

- 7.1.3 Records Only Change. When PTLIC adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or intervals will be imposed by BellSouth.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to PTLIC, when PTLIC requests an Alteration specifically identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4, 7.1.4.5, and 7.1.4.6 as an "Augment. Unless otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by PTLIC. The appropriate nonrecurring application fee set forth in Exhibit B will be assessed by BellSouth on the date that it provides an application Response to PTLIC.
- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

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

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

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

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) calendar days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) calendar days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If PTLCC submits an Augment that includes two Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two items from the Minor Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.7 If PTLCC submits an Augment that includes three Augment items from the same category in either Section 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).

- 7.1.4.8 If PTLLC submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by PTLLC and BellSouth. If PTLLC and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Section 7.1.4.4 and Section 7.1.4.5, would apply based on whether the Augment is for PTLLC's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If PTLLC requests multiple items from different Augment categories, BellSouth will bill PTLLC the Augment application fee, as identified in Exhibit B of this Attachment, associated with the higher Augment category only. The appropriate application fee will be assessed to PTLLC at the time BellSouth provides PTLLC with the Application Response. PTLLC will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and PTLLC will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. 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 BFFO. The Collocation Space completion time interval will be provided to PTLLC during joint planning.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) calendar days of the completion of the finalized construction design and specifications.
- 7.4 Circuit Facility Assignments. Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to PTLLC prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which PTLLC has physical Collocation Space with no POT Bay or with a grand fathered POT Bay provided by BellSouth. BellSouth cannot provide CFAs to PTLLC prior to the Provisioning Interval for those BellSouth Premises in which PTLLC has physical Collocation Space with a POT bay provided by PTLLC or virtual Collocation Space, until PTLLC provides BellSouth with the following information:

- 7.4.1 For physical Collocation Space with a PTLIC-provided POT Bay, PTLIC shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form, showing locations, speeds, etc.
- 7.4.2 For virtual Collocation Space, PTLIC shall provide BellSouth with a complete layout of PTLIC's equipment on an Equipment Inventory Update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by PTLIC's BellSouth Certified Supplier.
- 7.4.3 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from PTLIC. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.4.4 BellSouth will bill PTLIC a nonrecurring charge, as set forth in Exhibit B, each time PTLIC requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to PTLIC.
- 7.5 Use of BellSouth Certified Supplier. PTLIC shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. PTLIC, if a BellSouth Certified Supplier or PTLIC's BellSouth Certified Supplier must follow and comply with all of BellSouth's Specifications, as outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities PTLIC must use a different BellSouth Certified Supplier for these work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide PTLIC with a list of BellSouth Certified Suppliers, upon request. PTLIC, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing PTLIC's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and PTLIC upon successful completion of installation and all associated work. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill PTLIC directly for all work performed for PTLIC pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by PTLIC's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to PTLIC or any supplier proposed by PTLIC and will not unreasonably withhold certification. All work performed by or for PTLIC shall conform to generally accepted industry standards.
- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. PTLIC shall be

- responsible for the placement, monitoring and removal of environmental and equipment alarms used to service PTLLC's Collocation Space. Upon request, BellSouth will provide PTLLC with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by PTLLC. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, PTLLC may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with physical Collocation Space and the rearrangement or reconfiguration of services terminated in the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional space for physical Collocation may become available at the BellSouth Premises requested by PTLLC, such information will be provided to PTLLC in BellSouth's written denial of physical Collocation Space. To the extent that (i) physical Collocation Space becomes available to PTLLC within one hundred eighty (180) calendar days of BellSouth's written denial of PTLLC's request for physical Collocation Space, (ii) BellSouth had knowledge that the space was going to become available, and (iii) PTLLC was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar day period, then PTLLC may relocate its virtual Collocation arrangement to a physical Collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Collocation Space. PTLLC must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.7.1 In Alabama, BellSouth will complete a relocation from virtual Collocation Space to cageless physical Collocation Space within sixty (60) calendar days and from virtual Collocation Space to caged physical Collocation Space within ninety (90) calendar days.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual Collocation arrangements may be converted to "in-place" physical Collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual Collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual Collocation Space; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill PTLLC an Administrative

- Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to PTLLC.
- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO, as long as the conversion meets all of the criteria specified above in Section 7.8.
- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, PTLLC cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if PTLLC cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, PTLLC will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of PTLLC up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if PTLLC cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill PTLLC for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. PTLLC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates - PTLLC agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) calendar days of the date that BellSouth provides an Application Response to PTLLC or on PTLLC's next scheduled monthly billing statement.
- 8.2.1 In Tennessee, the application fee for caged Collocation Space is the planning fee for both Initial Applications and Subsequent Applications placed by PTLLC. Likewise, for cageless Collocation Space, the same cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by PTLLC. BellSouth will bill the appropriate nonrecurring application fee on the date that BellSouth provides an Application Response to PTLLC.

- 8.3 Recurring Charges. If PTLLC has met the applicable fifteen (15) calendar day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event PTLLC fails to complete an acceptance walk through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date. If PTLLC occupies the space prior to the Space Ready Date, the date that PTLLC executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space will be the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in PTLLC's next billing cycle and will include any prorated charges for the period from PTLLC's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.
- 8.3.1 Unless otherwise stated in Section 8.7 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by PTLLC on PTLLC's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity, consistent with Commission orders and as set forth below in Section 8.7 of this Attachment.
- 8.4 Power Rates. Rates for power are as set forth in Exhibit B of this attachment. Applicable rates shall vary depending on whether CLEC elects to be billed on a fused basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or by electing to convert collocations to (or install new collocations or augments under) the power usage option using List 1 (L-1) Drain as defined by Telecordia and set forth in this Section 8.
- 8.5 Non-Recurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess non-recurring charges, including all application fees, within thirty (30) calendar days of the date that BellSouth provides an Application Response to PTLLC or on PTLLC's next scheduled monthly billing statement, if PTLLC's current month's billing cycle has already closed. Non-recurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) calendar days of BellSouth's confirmation of PTLLC's BFFO or on PTLLC's next scheduled monthly billing statement.
- 8.6 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, PTLLC shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of PTLLC's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.5 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Commons Systems Modifications will be assessed per arrangement, per

- square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises, but does not include any expenses for power supplied to PTLIC for its equipment. When the Collocation Space is enclosed, PTLIC shall pay floor space charges based upon the number of square feet so enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. When the Collocation Space is not enclosed, PTLIC 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 PTLIC's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, PTLIC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Central Office Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for PTLIC's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If PTLIC was previously served off BellSouth's main power board pursuant to PTLIC's previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.4 above with a minimum of 10 Amps per collocation arrangement.
- 8.8.1 If PTLIC requests an increase or a reduction in the amount of power that BellSouth is currently providing, PTLIC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to PTLIC's Subsequent Application.
- 8.8.2 PTLIC shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within PTLIC's arrangement and terminations of cable within the physical Collocation Space.
- 8.8.3 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp, per month using the following formula:

For power provisioned from a BDFB - The number of fused amps requested by PTLIC on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For power provisioned from the main power board - The number of fused amps made available at the main power board, in increments of 225 amps, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

8.8.4 Central Office Physical Collocation List 1 Drain Power Usage Option.

The Central Office List 1 Drain Power Usage Option provided in this Section 8 shall be applicable for all nine (9) states in the BellSouth region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package within Attachment 4. This option shall be provided in all nine (9) states in lieu of other metered or usage options that exist or may subsequently arise (by order or contract) in any of these nine (9) states for the duration of this Agreement. If any rates or terms of this power usage provision are modified pursuant to the change in law provision as set forth in the General Terms and Conditions of this Agreement then, for each state hereunder, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the List 1 Drain Power Usage Option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current BellSouth standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions in the General Terms and Conditions. If any rates or terms of this power usage provision are modified by PTLIC's adoption of the rates, terms and conditions of another CLEC's interconnection agreement pursuant to section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the List 1 Drain Power Usage Option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage, if any, of the then current BellSouth standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

- 8.8.4.1 For each new physical collocation arrangement for which PTLIC desires the List 1 Drain Power Usage Option, PTLIC shall indicate in Remarks on its Initial Application that the List 1 Drain Power Usage Option is being elected.

PTLIC shall provide the total List 1 (L-1) Drain amperages, based on the manufacturer's published specifications, for the equipment being installed based on the Telcordia definition of List 1 Drain defined in "LSSGR: Power, Section 13", GR-513-CORE Issue 1, September, 1995, paragraph 4.2.10.2 page 4-15. Also, PTLIC must provide reference(s) to the manufacturer's published specifications in Remarks in Section 6 of the application.

If the manufacturer does not publish L-1 drain, then PTLLC shall estimate L-1 drain using either of the following formulas:

- 1) If the manufacturer publishes heat dissipation in Watts, divide the published heat dissipation in Watts by 50 Volts to derive estimated L-1 drain in Amps. PTLLC shall enter this estimated L-1 drain in Section 6 of the application and include the reference for the manufacturer's published heat dissipation. Example: The manufacturer did not publish L-1 drain, but did publish heat dissipation of 1,000 Watts. $1,000 \text{ W} / 50 \text{ V} = 20 \text{ A}$. Enter 20 A as L-1 drain.
 - 2) If the manufacturer does not publish either L-1 drain or heat dissipation, multiply the manufacturer's recommended fuse size by 0.67 (67%) to derive an estimated L-1 drain. PTLLC shall enter this estimated L-1 drain in Section 6 of the application and include the reference for the manufacturer's published recommended fuse size. Example: Published recommended fuse size is 30 Amps. $30 \text{ A} * 0.67 = 20 \text{ A}$. Enter 20 A as the L-1 drain.
- 8.8.4.2 For each location that PTLLC wants to convert to the List 1 Drain Power Usage Option, PTLLC will submit a Subsequent Application indicating the total List 1 (L-1) Drain amperage based on the manufacturer's published specifications, for all equipment that is currently installed and any equipment added on this application and provide the manufacturer's documentation references for the specifications in Section 6 Remarks of the application. PTLLC agrees to include in the Comments section of the Subsequent Application the following comment:
- This Subsequent Application is PTLLC's certification that PTLLC is opting to convert this physical collocation arrangement to the List 1 Drain Power Usage Option using the List 1 Drain total amperage for the equipment indicated in Section 6 of this application.
- 8.9 BellSouth will bill PTLLC the appropriate application fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the List 1 Drain Power Usage Option.
- 8.10 When PTLLC submits the appropriate Initial or Subsequent Application indicating its desire to elect the List 1 Drain usage option for a particular physical collocation arrangement in a specific Central Office, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the responsibility of PTLLC to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from PTLLC, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and PTLLC will be notified of the Space Ready Date. When a Subsequent Application is used to elect the List 1 Drain usage option and there are no other changes requested, billing for the recurring charges will begin upon

- the Space Ready Date. BellSouth shall have the right to validate the manufacturer's published List 1 drain documentation as well as the right to verify actual usage based on meter reading at its own expense. If there is a difference of 10% (plus or minus) between what PTLIC indicates its List 1 Draing Power usage to be and what BellSouth believes the actual List 1 Drain Power Usage to be, the parities agree to participate jointly to verify the actual usage or validate the specifications. This meeting should take place within 10 working days after BellSouth's provides written notice to PTLIC that such a review is needed. Once the analysis is completed and the actual usage is determined, PTLIC agrees to submit a Records Only Application to update the List 1 Drain amounts so that BellSouth can adjust the billing accordingly.
- 8.11 BellSouth will revise PTLIC's monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by PTLIC's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from PTLIC certifying the completion of the power reduction. Notwithstanding the foregoing, if PTLIC 's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is removed by PTLIC 's BellSouth Certified Supplier and PTLIC shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.
- 8.12 If PTLIC requests a reduction in the amount of power that BellSouth is currently providing, PTLIC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.13 If PTLIC has grand-fathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, PTLIC must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.14 In Alabama and Louisiana, if PTLIC has grandfathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, PTLIC must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations

- thereafter, PTLLC will submit a Subsequent Application and the appropriate application fee will apply.
- 8.15 Remote Site Power. BellSouth shall make available –48 Volt (-48V) DC power for PTLLC’s Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for PTLLC’s equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by PTLLC’s BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth’s receipt of the Power Reduction Form from PTLLC certifying the completion of the power reduction, including the removal of the power cabling by PTLLC’s BellSouth Certified Supplier.
- 8.16 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by PTLLC’s BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. PTLLC’s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At PTLLC’s option, PTLLC may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.17 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring fee will be billed by BellSouth upon receipt of PTLLC’s BFFO.
- 8.18 Cable Records. Cable Records charges apply for work required to build or remove existing cable records assigned to PTLLC in BellSouth’s systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees are assessed as nonrecurring charges in all BellSouth states, except Louisiana, and are billed by BellSouth upon receipt of PTLLC’s BFFO. In Louisiana, Cable Record fees are assessed on a monthly recurring charge basis and are billed upon receipt of PTLLC’s BFFO.
- 8.19 Security Escort. A security escort will be required whenever PTLLC or its approved agent desires access to the entrance manhole or a BellSouth Premises after the one (1) accompanied site visit allowed pursuant to Section 5.12.1 prior to PTLLC’s completion of the BellSouth Security Training requirements. The rates for security escort service are assessed pursuant to the fee schedule in Exhibit B, beginning with

the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and PTLCC shall pay for such half-hour charges in the event PTLCC fails to show up for the scheduled escort appointment.

8.21 Other. If no rate is identified in this Attachment or Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 PTLCC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

9.2 PTLCC shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of PTLCC's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 PTLCC may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) calendar days notice to PTLCC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.4 All policies purchased by PTLCC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all PTLCC's property has been removed from BellSouth's Premises, whichever period is longer. If PTLCC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from PTLCC.

- 9.5 PTLIC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. PTLIC shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from PTLIC's insurance company. PTLIC shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 PTLIC must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If PTLIC's net worth exceeds five hundred million dollars (\$500,000,000), PTLIC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. PTLIC shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to PTLIC in the event that self-insurance status is not granted to PTLIC. If BellSouth approves PTLIC for self-insurance, PTLIC shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of PTLIC's corporate officers. The ability to self-insure shall continue so long as the PTLIC meets all of the requirements of this Section. If PTLIC subsequently no longer satisfies this Section, PTLIC is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to PTLIC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Lien

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or PTLIC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at

the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

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

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, PTLLC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each PTLLC employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the PTLLC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. PTLLC shall not be required to perform this investigation if an affiliated company of PTLLC has performed an investigation of the PTLLC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if PTLLC has performed a pre-employment statewide investigation of criminal history records of the PTLLC employee for the states/counties where the PTLLC employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 PTLLC will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 PTLLC 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 BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and PTLLC's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of PTLLC not

- possessing identification issued by PTLLC or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. PTLLC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises. PTLLC shall be solely responsible for ensuring that any Guest(s) of PTLLC is in compliance with all subsections of this Section.
- 12.4 PTLLC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. PTLLC 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 PTLLC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that PTLLC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, PTLLC 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).
- 12.4.1 PTLLC shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 PTLLC shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each PTLLC employee or agent hired by PTLLC within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, PTLLC shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, PTLLC will disclose the nature of the convictions to BellSouth at that time. In the alternative, PTLLC 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.
- 12.5.1 For all other PTLLC employees requiring access to a BellSouth Premises pursuant to this Attachment, PTLLC shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, PTLLC shall promptly remove from the BellSouth Premises any employee of PTLLC BellSouth does not wish to grant access to a BellSouth

- Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of PTLLC is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview PTLLC's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to PTLLC's Security representative of such interview. PTLLC and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving PTLLC's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill PTLLC for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that PTLLC's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill PTLLC for BellSouth property, which is stolen or damaged where an investigation determines the culpability of PTLLC's employees, agents, or suppliers and where PTLLC agrees, in good faith, with the results of such investigation. PTLLC shall notify BellSouth in writing immediately in the event that PTLLC discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. PTLLC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar force majeure circumstances to such an extent as to be

rendered wholly unsuitable for PTLIC's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for PTLIC'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 PTLIC, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. PTLIC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If PTLIC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by PTLIC. Where allowed and where practical, PTLIC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, PTLIC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for PTLIC's permitted use, until such Collocation Space is fully repaired and restored and PTLIC's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where PTLIC has placed an Adjacent Arrangement pursuant to Section 3.4, PTLIC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

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

demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by PTLLC to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and PTLLC 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 PTLLC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, PTLLC 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 PTLLC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

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

		29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

NETWORK ELEMENTS - Alabama								Attachment: 4		Exhibit: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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NETWORK ELEMENTS - Florida											Attachment: 4		Exhibit: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-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																
	DC Power, Per List 1 Drain Amp			CLO	PE1DA	12.04										

NETWORK ELEMENTS - Georgia											Attachment: 4		Exhibit: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							SOMEc
							First	Add'l	First	Add'l						
Physical Collocation																
	DC Power, Per List 1 Drain Amp			CLO	PE1DA	11.04										

NETWORK ELEMENTS - Kentucky											Attachment: 4		Exhibit: 1			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							SOME C
							First	Add'l	First	Add'l						
Physical Collocation																
	DC Power, Per List 1 Drain Amp			CLO	PE1DA	12.24										

NETWORK ELEMENTS - Louisiana						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4	Exhibit: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					
								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

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NETWORK ELEMENTS - Mississippi								Attachment:	4	Exhibit:1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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NETWORK ELEMENTS - North Carolina											Attachment: 4		Exhibit: 1					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	OSS Rates(\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Physical Collocation																		
	DC Power, Per List 1 Drain Amp						CLO	PE1DA	11.82									

NETWORK ELEMENTS - South Carolina											Attachment: 4		Exhibit: 1	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					
							First	Add'l	First	Add'l				
Physical Collocation														
	DC Power, Per List 1 Drain Amp			CLO	PE1DA	12.76								

NETWORK ELEMENTS - Tennessee														Attachment:	4	Exhibit: 1		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Physical Collocation																		
	DC Power, Per List 1 Drain Amp						CLO	PE1DA	11.22									