

BELLSOUTH® / CLEC Agreement

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AGREEMENT

This Agreement, which shall become effective as of the 24th day of April, 2000, is entered into by and between ALEC, Inc., a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, ALEC, Inc. and BellSouth hereby agree as follows:

1. With the exception of Attachment 3 Section 8 – Local Interconnection Compensation and the rates in Attachment 11 - Pricing for DSI UNEs and Local Interconnection, ALEC, Inc. and BellSouth shall adopt in its entirety the Metromedia Interconnection Agreement dated May 12, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Metromedia Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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2. The Parties further agree to the rates, terms and conditions set forth in Exhibit B for Local Interconnection Compensation as well as the rates for DS1 UNEs and Local Interconnection. Rates shown in Exhibit B will supercede rates for comparable elements in the original Metromedia agreement.

3. In the event that ALEC, Inc. consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of ALEC, Inc. under this Agreement.

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4. The term of this Agreement shall be from the effective date as

set forth above and shall expire as set forth in section 2 of the Metromedia Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Metromedia Interconnection Agreement, the effective date shall be May 12, 1999.

5. ALEC, Inc. shall accept and incorporate any amendments to the Metromedia Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ALEC, Inc.

Mr. Jay Campbell
President, ALEC, Inc.
1301 Broadway
Paducah, KY 42001
Phone: 270-442-5363
Fax: 270-442-2685

and

John C. Dodge
Cole, Raywid & Braverman, LLP
1919 Pennsylvania, N.W., Suite 200
Washington, D.C. 20006

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or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required,

notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

ALEC, Inc.

Signature On File

Signature On File

Name Jerry Hendrix

Name Jay Campbell

Title Senior Director

Title President

Date 04/24/2000

Date 04/21/2000

Exhibit A

BELLSOUTH/METROMEDIA INTERCONNECTION AGREEMENT

Exhibit B

LOCAL INTERCONNECTION COMPENSATION

Exhibit B

1. INTERCONNECTION COMPENSATION

1.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

- 1.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange.
- 1.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the rate of \$.0015 per minute of use.
- 1.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers (“ISPs”) should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as “ISP-bound traffic”). However, without prejudice to either Party’s position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other at the same per minute of use rates set forth in Paragraph 1.1.2. for ISP-bound traffic. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to March 1, 2000, which is hereby acknowledged; and (2) subject to the terms and conditions in section 1.1.4.
- 1.1.3.1 The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic (“Subsequent Decisions”). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in section 1.1.3 shall continue at the rates set forth in section 1.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 1.1.3.2 and 1.1.3.3.
- 1.1.3.2 To the extent a Subsequent Decision requires parties with agreements whose compensation terms differ from those established in such Subsequent Decision to conform their agreements to the terms in the Subsequent Decision, the Parties will comply with such Subsequent Decision, subject to each Party’s right to appeal or otherwise challenge such Subsequent Decision. Except to the extent that a contrary result is established by law, however, the terms of this agreement relating to

compensation for ISP-bound calls shall take precedence over any such Subsequent Decision. In the event of such an amendment, there will be no true-up for compensation paid prior to the amendment, except to the extent expressly required by law.

- 1.1.3.3 Nothing herein shall preclude ALEC from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions from any other approved interconnection agreement executed by BellSouth that contains an express provision establishing an inter-carrier compensation mechanism for ISP-bound traffic.
- 1.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 1.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 1.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed from a local exchange service provided by a Party, to establish or maintain a network connection if: (1) such call is not recognized by current industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer (including the customer's CPE) does not control the dialed number destination and content of that call; or (3) a primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection. The Parties agree that this section 1.1.4 shall not be interpreted to deny compensation under section 1.1 for typical calls made by end user customers served by one Party to customers served by the other Party; instead, this section 1.1.4 is intended to deny compensation in situations where one Party acts to create artificial traffic in order to obtain compensation.

2. Rates

The Parties shall incorporate into their Interconnection Agreement the following rates for unbundled network elements and interconnection services: (1) rates approved by each state commission in BellSouth's region; (2) DSI Local Channel - \$866.97 nonrecurring first, \$486.83 nonrecurring additional, and \$133.81 monthly recurring (all states); (3) Interoffice Facility Termination - \$100.49 nonrecurring, \$90 monthly recurring, and \$23.50 per mile (all states except Florida); and (4) Interoffice Facility Termination - \$100.49 nonrecurring, \$59.75 monthly recurring, and \$16.75 per mile (Florida only).

**Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And ALEC, Inc. Dated April 24, 2000**

This Agreement refers to the Interconnection Agreement entered into by ALEC, Inc. (“ALEC”) and BellSouth Telecommunications, Inc. (“BellSouth”) pursuant to that certain agreement between ALEC and BellSouth dated April 24, 2000 (“Adoption Agreement”), as amended by (i) amendment executed in September 2000, including additional states in BellSouth territory; and (ii) amendment executed on January 25, 2001 including Fiber Meet Interconnection (collectively the “Interconnection Agreement”). This Amendment (“Amendment”) is made by and between ALEC and BellSouth and shall be deemed effective on the date executed by ALEC and BellSouth.

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, ALEC and BellSouth (individually, a “Party” and collectively, the “Parties”) hereby covenant and agree as follows:

1. Pursuant to the Parties’ agreement on Paragraph 2 below, the Parties hereby agree to delete in its entirety Section 4 of the Adoption Agreement and to replace it with a new Section 4 as follows:

4. The term of the Interconnection Agreement shall be from the effective date as set forth above and shall expire on February 11, 2002.

2. The Parties hereby agree to delete Attachment 4 of the Interconnection Agreement in its entirety and replace is with a new Attachment 4, attached as Exhibit A and incorporated herein by reference.

3. Except, as amended and modified herein, all of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect until the expiration date.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

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

ALEC, Inc.

Signature on file
Signature

James G. Puckett
Printed Name

VP of Network Ops
Title

May 9, 2001
Date

BellSouth Telecommunications, Inc.

Signature on file
Signature

C.W. Boltz
Printed Name

Managing Director
Title

May 10, 2001
Date

Exhibit A

Physical and Remote Site Collocation

Attachment 4
Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when ALEC Inc., is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to ALEC Inc., collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow ALEC Inc., to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by ALEC Inc., and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 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 below.
- 1.2.1.1 In all states other than Florida, the size specified by ALEC Inc., may contemplate a request for space sufficient to accommodate ALEC Inc.,’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by ALEC Inc., may contemplate a request for space sufficient to accommodate ALEC Inc.,’s growth within an eighteen (18) month period.
- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. ALEC Inc., will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.
- 1.4 Use of Space. ALEC Inc., shall use the Collocation Space for the purposes of installing, maintaining and operating ALEC Inc.,’s equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of

- telecommunications services. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.5 Rates and Charges. ALEC Inc., agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.6 Due Dates. In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 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 Space Availability Report. Upon request from ALEC Inc., BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from ALEC Inc., for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification (“CLLI”) code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify ALEC Inc., and inform ALEC Inc., of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow ALEC Inc., to collocate ALEC Inc.,’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ALEC Inc., to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where ALEC Inc.,’s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space

- in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ALEC Inc., 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.
- 3.1.1 At ALEC Inc.,’s expense, ALEC Inc., may arrange with a contractor certified by BellSouth (“Certified Contractor”) to construct a collocation arrangement enclosure in accordance with BellSouth’s guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth’s standard enclosure specification, ALEC Inc., and ALEC Inc.,’s Certified Contractor must comply with the more stringent local building code requirements. ALEC Inc.,’s Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ALEC Inc., and provide, at ALEC Inc.,’s expense, the documentation, including architectural drawings, necessary for ALEC Inc., to obtain the zoning, permits and/or other licenses. ALEC Inc.,’s Certified Contractor shall bill ALEC Inc., directly for all work performed for ALEC Inc., pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the ALEC Inc.,’s Certified Contractor. ALEC Inc., must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ALEC Inc.,’s locked enclosure prior to notifying ALEC Inc.,. Upon request, BellSouth shall construct the enclosure for ALEC Inc.,.
- 3.1.2 BellSouth may elect to review ALEC Inc.,’s plans and specifications prior to allowing construction to start to ensure compliance with BellSouth’s guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. ALEC Inc., shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews ALEC Inc.,’s plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review ALEC Inc.,’s plans and specifications prior to construction, ALEC Inc., will be entitled to request BellSouth to review; and in the event ALEC Inc., does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth’s guidelines and specifications. BellSouth may require ALEC Inc., to remove or correct within seven (7) calendar days at ALEC Inc.,’s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.2 Shared (Subleased) Caged Collocation. ALEC Inc., may allow other telecommunications carriers to share ALEC Inc.,’s caged collocation arrangement pursuant to terms and conditions agreed to by ALEC Inc., (“Host”) and other telecommunications carriers (“Guests”) and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. ALEC Inc., shall notify BellSouth in writing upon

- execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ALEC Inc., that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and ALEC Inc.,.
- 3.2.1 ALEC Inc., as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ALEC Inc., with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, ALEC Inc., shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.2.2 ALEC Inc., 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 ALEC Inc.,’s Guests in the Collocation Space except to the extent caused by BellSouth’s sole negligence, gross negligence, or willful misconduct.
- 3.3 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements (“Adjacent Arrangement”) on the Premises’ property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by ALEC Inc., and in conformance with BellSouth’s design and construction specifications. Further, ALEC Inc., shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.3.1 Should ALEC Inc., elect such option, ALEC Inc., must arrange with a Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth’s guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth’s standard specification, ALEC Inc., and ALEC Inc.,’s Certified Contractor must comply with the more stringent local building code requirements. ALEC Inc.,’s Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ALEC Inc.,’s Certified Contractor shall bill ALEC Inc., directly for all

- work performed for ALEC Inc., pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ALEC Inc.,'s Certified Contractor. ALEC Inc., must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ALEC Inc.,'s locked enclosure prior to notifying ALEC Inc.,.
- 3.3.2 ALEC Inc., must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review ALEC Inc.,'s plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews ALEC Inc.,'s plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review ALEC Inc.,'s plans and specifications prior to construction, ALEC Inc., will be entitled to request BellSouth to review; and in the event ALEC Inc., does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require ALEC Inc., to remove or correct within seven (7) calendar days at ALEC Inc.,'s expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.3.3 ALEC Inc., shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ALEC Inc.,'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 applicable to any other physical collocation arrangement. ALEC Inc.,'s Certified Contractor shall be responsible, at ALEC Inc.,'s expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 4. Occupancy**
- 4.1 Occupancy. BellSouth will notify ALEC Inc., in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). ALEC Inc., must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ALEC Inc.,'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, ALEC Inc., may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate ALEC Inc.,’s right to occupy the Collocation Space in the event ALEC Inc., fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, ALEC Inc., at its expense shall remove its equipment and other property from the Collocation Space. ALEC Inc., shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ALEC Inc.,’s Guests, unless CLEC’s Guest has assumed responsibility for the collocation space housing the Guest’s equipment and executed the documentation required by BellSouth prior to such removal date. ALEC Inc., shall continue payment of monthly fees to BellSouth until such date as ALEC Inc., and if applicable ALEC Inc.,’s Guest, has fully vacated the Collocation Space. Should ALEC Inc., or ALEC Inc.,’s Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of ALEC Inc., or ALEC Inc.,’s Guest at ALEC Inc.,’s expense and with no liability for damage or injury to ALEC Inc., or ALEC Inc.,’s Guest’s property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of ALEC Inc.,’s right to occupy Collocation Space, ALEC Inc., shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by ALEC Inc., except for ordinary wear and tear, unless otherwise agreed to by the Parties. ALEC Inc., or ALEC Inc.,’s BellSouth Certified Vendor shall be responsible for updating and making any necessary changes to BellSouth’s records as required by BellSouth’s guidelines and specifications including but not limited to Central Office Record Drawings, ERMA, TIRKS, LFACS, LMOS, COSMOS, and TEOSPS DSX Records. ALEC Inc., shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth’s network or for access to BellSouth’s unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the

applicable FCC rules relating to denial of collocation based on ALEC Inc.,'s failure to comply with this section.

- 5.1.2 ALEC Inc., shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that ALEC Inc., submits an application for terminations that exceed the total capacity of the collocated equipment, ALEC Inc., will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 ALEC Inc., 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 Premises.
- 5.3 ALEC Inc., shall place a plaque or other identification affixed to ALEC Inc.,'s equipment necessary to identify ALEC Inc.,'s equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. ALEC Inc., may elect to place ALEC Inc.,-owned or ALEC Inc.,-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. ALEC Inc., will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. ALEC Inc., will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to ALEC Inc.,'s equipment in the Collocation Space. In the event ALEC Inc., utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ALEC Inc., must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ALEC Inc., is responsible for maintenance of the entrance facilities. At ALEC Inc.,'s option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide ALEC Inc., with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving

- manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ALEC Inc.,'s arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. ALEC Inc., may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ALEC Inc.,'s collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. ALEC Inc., must arrange with BellSouth for BellSouth to splice the ALEC Inc., provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit A will apply.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between ALEC Inc.,'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. ALEC Inc., shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ALEC Inc., or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At ALEC Inc.,'s option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. ALEC Inc., must make arrangements with a Certified Supplier for such placement.
- 5.6 ALEC Inc.,'s Equipment and Facilities. ALEC Inc.,, or if required by this Attachment, ALEC Inc.,'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ALEC Inc., which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. ALEC Inc., and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to ALEC Inc., at least 48 hours before access to the Collocation Space is required. ALEC Inc., may elect to be present whenever BellSouth performs work in

the Collocation Space. The Parties agree that ALEC Inc., will not bear any of the expense associated with this work.

- 5.8 Access. Pursuant to Section 11, ALEC Inc., shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ALEC Inc., agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of ALEC Inc., or ALEC Inc.,'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ALEC Inc., and returned to BellSouth Access Management within 15 calendar days of ALEC Inc.,'s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ALEC Inc., agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ALEC Inc., employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ALEC Inc., or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to ALEC Inc.,'s designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to ALEC Inc.,. ALEC Inc., must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date ALEC Inc., desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ALEC Inc., may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event ALEC Inc., desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit ALEC Inc., to access the Collocation Space accompanied by a security escort at ALEC Inc.,'s expense. ALEC Inc., must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. ALEC Inc., shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ALEC Inc., shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ALEC Inc., shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or

- facilities of ALEC Inc., violates the provisions of this paragraph, BellSouth shall give written notice to ALEC Inc., which notice shall direct ALEC Inc., to cure the violation within forty-eight (48) hours of ALEC Inc.,’s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 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 ALEC Inc., fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth’s or another entity’s service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ALEC Inc.,’s equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC Inc., prior to taking such action and shall have no liability to ALEC Inc., for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ALEC Inc., fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ALEC Inc., or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ALEC Inc., shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by ALEC Inc., 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 ALEC Inc., at any time. Any damage caused to the Collocation Space by ALEC Inc.,’s employees, agents or representatives during the removal of such property shall be promptly repaired by ALEC Inc., at its expense.

- 5.12 Alterations. In no case shall ALEC Inc., or any person acting on behalf of ALEC Inc., make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ALEC Inc.,. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. ALEC Inc., shall be responsible for the general upkeep of the Collocation Space. ALEC Inc., shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ALEC Inc., that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For ALEC Inc., or ALEC Inc.,’s Guest(s) initial equipment placement, ALEC Inc., shall submit to BellSouth a Physical Expanded Interconnection Application Document (“Application”). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event ALEC Inc., or ALEC Inc.,’s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ALEC Inc., shall complete an Application detailing all information regarding the modification to the Collocation Space (“Subsequent Application”). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ALEC Inc., in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by ALEC Inc., for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as

set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.4 Space Availability Notification.

6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify ALEC Inc., of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ALEC Inc., or differently configured, ALEC Inc., must resubmit its Application to reflect the actual space available.

6.4.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by ALEC Inc., or differently configured, ALEC Inc., must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.4.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ALEC Inc., of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ALEC Inc., or differently configured, ALEC Inc., must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

6.5 Denial of Application. If BellSouth notifies ALEC Inc., that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ALEC Inc., that BellSouth has no available space in the requested Premises, BellSouth will allow ALEC Inc., upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by

- BellSouth within five (5) calendar days of the Denial of Application. In Mississippi, the above intervals shall be in business days.
- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ALEC Inc., to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, ALEC Inc., must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. If ALEC Inc., has originally requested caged collocation space and cageless collocation space becomes available, ALEC Inc., may refuse such space and notify BellSouth in writing within that time that ALEC Inc., wants to maintain its place on the waiting list without accepting such space. ALEC Inc., may accept an amount of space less than its original request 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 ALEC Inc., does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ALEC Inc., from the waiting list. Upon request, BellSouth will advise ALEC Inc., as to its position on the list.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Kentucky, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable ALEC Inc., to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ALEC Inc., submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.4 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The

Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

- 6.9.5 In Mississippi, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications one (1) to five (5); within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.9.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ALEC Inc., or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge ALEC Inc., an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. Major changes such as requesting additional space or adding equipment may require ALEC Inc., to submit the Application with an Application Fee.
- 6.11 Bona Fide Firm Order.

- 6.11.1 In Alabama, Kentucky, North Carolina, and Tennessee, ALEC Inc., shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when ALEC Inc., has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to ALEC Inc.,'s Bona Fide Application.
- 6.11.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. ALEC Inc., shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ALEC Inc.,'s Bona Fide Application or the Application will expire.
- 6.11.3 In Mississippi, ALEC Inc., shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to ALEC Inc.,'s Bona Fide Application or the Application will expire.
- 6.11.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of ALEC Inc.,'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, the Company will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, the Company will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event ALEC Inc., submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event ALEC Inc., submits such a forecast between two (2) months and three (3) months prior to the

- application date, the above intervals may be extended by one (1) additional month. In the event ALEC Inc., submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. The Company will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with ALEC Inc., at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.
- 7.1.1.1 To be considered a timely and accurate forecast, ALEC Inc., must submit to the Company the CLEC Forecast Form, as set forth in Exhibit D attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ALEC Inc., cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties.

- BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred twenty (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 Joint Planning. Joint planning between BellSouth and ALEC Inc., will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to ALEC Inc., during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. ALEC Inc., will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying ALEC Inc., that the collocation space is ready for occupancy. In the event that ALEC Inc., fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ALEC Inc.,. BellSouth will correct any deviations to ALEC Inc.,'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. ALEC Inc., shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ALEC Inc., and ALEC Inc.,'s BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ALEC Inc., must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ALEC Inc., with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ALEC Inc.,'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ALEC Inc., upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill ALEC Inc., directly for all work performed for ALEC Inc., pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying ALEC Inc., or any supplier proposed by ALEC Inc.,. All work performed by or for ALEC Inc., shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. ALEC Inc., shall be responsible

- for placement, monitoring and removal of environmental and equipment alarms used to service ALEC Inc.,’s Collocation Space. Upon request, BellSouth will provide ALEC Inc., with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ALEC Inc.,. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, ALEC Inc., may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ALEC Inc.,, such information will be provided to ALEC Inc., in BellSouth’s written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to ALEC Inc., within 180 calendar days of BellSouth’s written denial of ALEC Inc.,’s request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ALEC Inc., was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then ALEC Inc., 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. ALEC Inc., 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.
- 7.8 Cancellation. If, at anytime prior to space acceptance, ALEC Inc., cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if ALEC Inc., cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill ALEC Inc., 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 order not been cancelled.
- 7.9 Licenses. ALEC Inc.,, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 7.11 The intervals as set forth above are as depicted in Exhibit C of this Attachment.

8. Rates and Charges

8.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by ALEC Inc.,'s current billing cycle and is non-refundable.

8.2 Space Preparation

8.2.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or the day ALEC Inc., occupies the collocation space, whichever occurs first.

8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. ALEC Inc., shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ALEC Inc., opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ALEC Inc., as prescribed in this Section 8.

8.2.3 Space Preparation Fee (Florida). Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. ALEC Inc., shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ALEC Inc., opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to ALEC Inc., as prescribed in this Section 8.

8.2.4 Space Preparation Fee (Georgia). In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event ALEC Inc., opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to ALEC Inc., as prescribed in this Section 8 and will be billed based upon ALEC Inc.,'s first billing cycle after Firm Order.

- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by ALEC Inc., on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ALEC Inc., opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ALEC Inc., as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ALEC Inc., shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ALEC Inc., 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 ALEC Inc.,’s collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ALEC Inc., shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the Space Ready Date , or on the date ALEC Inc., first occupies the Collocation Space, whichever is sooner.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for ALEC Inc.,’s Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (“BDFB”) at ALEC Inc.,’s option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to ALEC Inc.,’s equipment or space enclosure. Recurring power charges begin on the Space Ready Date , or on the date ALEC Inc., first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ALEC Inc.,’s BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ALEC Inc.,’s BellSouth Certified power Supplier. ALEC Inc., is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth

- BDFB or power board to ALEC Inc.,’s equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth’s sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ALEC Inc., must provide BellSouth a copy of the engineering power specification prior to the day on which ALEC Inc.,’s equipment becomes operational.. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and ALEC Inc.,’s arrangement area. ALEC Inc., shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ALEC Inc.,’s arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. ALEC Inc., shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, ALEC Inc., has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth’s guidelines and specifications. Where the addition of ALEC Inc.,’s dedicated power plant results in construction of a new power plant room, upon termination of ALEC Inc.,’s right to occupy collocation space at such site, ALEC Inc., shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If ALEC Inc., elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ALEC Inc.,’s DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ALEC Inc.,’s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ALEC Inc.,’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 A. AC power voltage and phase ratings shall be determined on a per location basis. At ALEC Inc.,’s option, ALEC Inc., may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6 Security Escort. A security escort will be required whenever ALEC Inc., or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth’s Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ALEC Inc., shall pay for such half-hour charges in the event ALEC Inc., fails to show up.

- 8.7 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Rate “True-Up”. The Parties agree that the prices reflected as interim herein shall be “trued-up” (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter “Commission”). Under the “true-up” process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service (“Total Interim Price”). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ALEC Inc., shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ALEC Inc.,. Each Party shall keep its own records upon which a “true-up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “true-up,” the Parties agree that the Commission shall be called upon to resolve such differences.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). ALEC Inc., will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.

9. Insurance

- 9.1 ALEC Inc., shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best’s Insurance Rating of A-.
- 9.2 ALEC Inc., 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 ALEC Inc., 's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 ALEC Inc., 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 Attachment upon thirty (30) days notice to ALEC Inc., 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 ALEC Inc., 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 ALEC Inc., 's property has been removed from BellSouth's Premises, whichever period is longer. If ALEC Inc., fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ALEC Inc.,.
- 9.5 ALEC Inc., 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. ALEC Inc., shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ALEC Inc., 's insurance company. ALEC Inc., shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 ALEC Inc., 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 ALEC Inc., 's net worth exceeds five hundred million dollars (\$500,000,000), ALEC Inc., 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. ALEC Inc., shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ALEC Inc., in the event

that self-insurance status is not granted to ALEC Inc.,. If BellSouth approves ALEC Inc., for self-insurance, ALEC Inc., shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ALEC Inc.,’s corporate officers. The ability to self-insure shall continue so long as the ALEC Inc., meets all of the requirements of this Section. If the ALEC Inc., subsequently no longer satisfies this Section, ALEC Inc., 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) days’ notice to ALEC Inc., 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 Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ALEC Inc.), 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 ALEC Inc.,’s equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ALEC Inc.,’s equipment and equipment of BellSouth. BellSouth may conduct an inspection if ALEC Inc., adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ALEC Inc., 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 ALEC Inc., will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ALEC Inc., employee being considered for work on the BellSouth Premises, for the states/counties where the ALEC Inc., 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. ALEC Inc., shall not be required to perform this investigation if an affiliated company of ALEC Inc., has performed an investigation of the ALEC Inc., employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ALEC Inc., has performed a pre-employment statewide investigation of criminal history records of the ALEC Inc., employee for the states/counties where the ALEC Inc., 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 ALEC Inc., shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ALEC Inc., name. BellSouth reserves the right to remove from its premises any employee of ALEC Inc., not possessing identification issued by ALEC Inc., or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ALEC Inc., shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ALEC Inc., shall be solely responsible for ensuring that any Guest of ALEC Inc., is in compliance with all subsections of this Section 12.
- 12.3 ALEC Inc., will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 ALEC Inc., shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ALEC Inc., 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 ALEC Inc., personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ALEC Inc., chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ALEC Inc., 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 ALEC Inc., 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 ALEC Inc., shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ALEC Inc., employee requiring access to a BellSouth Premises pursuant to this Attachment, ALEC Inc., shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ALEC Inc., will disclose the nature of the convictions to BellSouth at that time. In the alternative, ALEC Inc., 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.
- 12.6 At BellSouth's request, ALEC Inc., shall promptly remove from BellSouth's Premises any employee of ALEC Inc., BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ALEC Inc., is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview ALEC Inc.,'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to ALEC Inc.,'s Security contact of such interview. ALEC Inc., and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ALEC Inc.,'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ALEC Inc., for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ALEC Inc.,'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ALEC Inc., for BellSouth property which is stolen or damaged where an investigation determines the culpability of ALEC Inc.,'s employees, agents, or contractors and where ALEC Inc., agrees, in good faith, with the results of such investigation. ALEC Inc., shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. ALEC Inc., shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 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 the BellSouth 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 causes to such an extent as to be rendered wholly unsuitable for ALEC Inc.,'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ALEC Inc.,'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 ALEC Inc., except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ALEC Inc., may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ALEC Inc.,'s acceleration of the project increases the cost of the project, then those additional charges will be incurred by ALEC Inc.,. Where allowed and where practical, ALEC Inc., may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ALEC Inc., shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ALEC Inc.,'s permitted use, until such Collocation Space is fully repaired and restored and ALEC Inc.,'s equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where ALEC Inc., has placed an Adjacent Arrangement pursuant to Section 3, ALEC Inc., 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 ALEC Inc., shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

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

Exhibit A: BELLSOUTH/ALEC, Inc. RATES – ALABAMA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$102.16	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL	Power -48V DC Power*	Per amp	\$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.99	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.031	First/Add'l \$33.68/\$31.79
PE1P4	4-wire		\$0.062	\$33.63/\$31.67

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	DS-1		\$1.28	\$52.93/\$39.87
PE1P3	DS-3		\$16.27	\$51.99/\$38.59
PE1F2	2-fiber		\$3.23	\$52.00/\$38.60
PE1F4	4-fiber		\$5.73	\$64.54/\$51.14
PE1AX	Security Access System Security System*	Per central office	\$52.27	
PE1A1	New Access Card Activation*	Per card	\$0.059	\$55.57
PE1AA	Administrative change, existing card*	Per card		\$15.58
PE1AR	Replace lost or stolen card*	Per card		\$45.56
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records ¹			Note 2
				Initial/Subsequent
PE1CR	Cable Records	Per request	NA	\$1708/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.51/\$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.53/\$29.53
PE1CB	Fiber Cable	Per cable record	NA	\$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless	Per cage	\$100.66	
	Common Systems Modifications – Caged			
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Wire Cage	Per first 100 sq. ft.	\$205.93	NA
	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	NA
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	-
PE1FE	240V AC Power single phase	Per breaker amp	\$11.26	-
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	-
	277 AC Power three phase	Per breaker amp	\$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	\$0.074	\$34.53/\$32.51
	4-wire	Per cross connect	\$0.148	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	New Access Card Activation	Per card	\$.06	\$56.03
PE1AA	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records ²			Note 3 initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.86/\$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
PE1BQ	Security Escort Basic Time	Per ¼ hour	NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40

Note(s):

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

(1) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for ALEC, Inc. to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

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

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

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

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

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P3	DS-3		\$19.15	\$52.04/\$38.62
PE1F2	2-fiber		\$3.80	\$52.04/\$38.63
PE1F4	4-fiber		\$6.75	\$64.59/\$51.18
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$0.59	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$105.87	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL	Power -48V DC Power*	Per amp	\$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$39.26	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.036	First/Add'l \$33.61/\$31.76
PE1P4	4-wire		\$0.073	\$33.53/\$31.58
PE1P1	DS-1		\$1.20	\$52.80/\$39.76

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P3	DS-3		\$15.26	\$51.86/\$38.49
PE1F2	2-fiber		\$3.03	\$51.86/\$38.49
PE1F4	4-fiber		\$5.38	\$64.36/\$50.99
PE1AX	Security Access System Security System*	Per premises	\$60.60	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.57
PE1AR	Replace lost or stolen card	Per card		\$45.51
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.0776	NA
PE1PF	4-Wire Cross-Connect		\$0.1552	NA
PE1PG	DS1 Cross-Connect		\$0.6406	NA
PE1PH	DS3 Cross-Connect		\$4.75	NA
PE1B2	2 Fiber Cross-Connect		\$47.44	NA
PE1B4	4 Fiber Cross-Connect		\$63.97	NA
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.51/\$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.65/\$278.65

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.97/\$21.53
PE1OT	Overtime		NA	\$44.25/\$27.81
PE1PT	Premium Time		NA	\$54.53/\$34.09

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$97.85	
PE1BW	Space Enclosure(100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.43	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.89	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.038	First/Add'l \$33.65/\$31.77
PE1P4	4-wire		\$0.076	\$33.46/\$31.52

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		\$1.30	\$52.73/\$39.70
PE1P3	DS-3		\$16.55	\$51.78/\$38.43
PE1F2	2-fiber		\$3.28	\$51.78/\$38.43
PE1F4	4-fiber		\$5.83	\$64.27/\$50.91
PE1AX	Security Access System Security System*	Per premises	\$85.54	
PE1A1	New Access Card Activation*	Per card	\$0.061	\$55.50
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.28/\$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.42/\$8.42
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – NORTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power -48V DC Power*	Per amp	\$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1P2	Cross Connects (Note 1) 2-wire*	Per cross connect	\$0.32	First/Add'l \$41.78/\$39.23
PE1P4	4-wire*		\$0.64	\$41.91/\$39.25

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	DS-1*		\$2.34	\$71.02/\$51.08
PE1P3	DS-3*		\$42.84	\$69.84/\$49.43
PE1F2	2-fiber		\$2.94	\$51.97/\$38.59
PE1F4	4-fiber		\$5.62	\$64.53/\$51.15
PE1AX	Security Access System Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.62	\$55.30
PE1AA	Administrative change, existing card*	Per card		\$15.51
PE1AR	Replace lost or stolen card	Per card		\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1707/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.08/\$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.51/\$29.51
PE1CB	Fiber Cable	Per cable record	NA	\$278.82/\$278.82

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

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

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

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

Exhibit A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

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

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P3	DS-3		\$14.21	\$52.11/\$38.68
PE1F2	2-fiber		\$2.82	\$52.11/\$38.69
PE1F4	4-fiber		\$5.01	\$64.69/\$51.26
PE1AX	Security Access System Security System*	Per premises	\$74.12	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.70
PE1AA	Administrative change, existing card*	Per card		\$15.62
PE1AR	Replace lost or stolen card	Per card		\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
PE1CR	Cable Records ¹ Cable Records	Per request	NA	\$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57

Note 2

Initial/subsequent

Exhibit A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

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

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

**Exhibit A: BELLSOUTH/ALEC, Inc. RATES – TENNESSEE
PHYSICAL COLLOCATION**

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.95	
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.84	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.033	First/Add'l \$33.82/\$31.92
PE1P4	4-wire		\$0.066	\$33.94/\$31.95
PE1P1	DS-1		\$1.51	\$53.27/\$40.16

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P3	DS-3		\$19.26	\$52.37/\$38.89
PE1F2	2-fiber		\$3.82	\$52.37/\$38.89
PE1F4	4-fiber		\$6.79	\$65.03/\$51.55
PE1AX	Security Access System Security System	Per premises	\$55.99	
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.67
PE1AA	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i> 2-Wire Cross-Connect	Per cross-connect	\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
PE1CR	Cable Records ¹ Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42
				Note 2 Initial/subsequent

Note(s):

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

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

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

EXHIBIT B

**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 ALEC Inc., 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 ALEC Inc., shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ALEC Inc., should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ALEC Inc., to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ALEC Inc., will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ALEC Inc., space with proper notification. BellSouth reserves the right to stop any ALEC Inc., work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ALEC Inc., are owned by ALEC Inc.,. ALEC Inc., 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 ALEC Inc., or different hazardous materials used by ALEC Inc., at BellSouth Facility. ALEC Inc.,

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

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

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, ALEC Inc., 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. ALEC Inc., further agrees to cooperate with BellSouth to ensure that ALEC Inc.,'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ALEC Inc., its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated	Compliance with all applicable local, state, & federal laws and	Std T&C 450

material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of contractor	Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on 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 E/S 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 contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application 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	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3

	Waste Asbestos notification and protection of employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

3Q00: Version 4/18/01

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Exhibit C
Interval Matrix

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

* Extended intervals shall apply when multiple applications are submitted.

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

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

EXHIBIT D

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	E Fac she
			Standard Bays*	Non- Standard Bays**					

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26" equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
 Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation.

requested.

3Q00: Version 4/18/01

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ALEC Inc., is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.
- 1.2 Right to occupy. BellSouth shall offer to ALEC Inc., Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to ALEC Inc., a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by ALEC Inc., and agreed to by BellSouth (hereinafter “Remote Collocation Space”). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.
- 1.2.1 In all states other than Florida, the number of racks/bays specified by ALEC Inc., may contemplate a request for space sufficient to accommodate ALEC Inc.,’s growth within a two year period.
- 1.2.2 In the state of Florida, the number of racks/bays specified by ALEC Inc., may contemplate a request for space sufficient to accommodate ALEC Inc.,’s growth within an eighteen (18) month period.
- 1.2.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies ALEC Inc., that BellSouth’s agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon ALEC Inc.,’s request, BellSouth will use its best efforts to obtain the owner’s consent and to otherwise secure such rights for ALEC Inc.,.

- ALEC Inc., agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ALEC Inc.,. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for ALEC Inc., as above, ALEC Inc., shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ALEC Inc., in obtaining such permission.
- 1.4 **Space Reclamation.** In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. ALEC Inc., will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 **Use of Space.** ALEC Inc., shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ALEC Inc.,’s equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 **Rates and charges.** ALEC Inc., agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 **Due Dates.** In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 2. Space Availability Report**
- 2.1 **Reporting.** Upon request from ALEC Inc., BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.1.1 The request from ALEC Inc., for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If ALEC Inc., is unable to obtain the CLLI code, from for example a site visit to the remote site, ALEC Inc., may request the

CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, ALEC Inc., should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. ALEC Inc., should complete all the requested information and submit the Request with the applicable fee to BellSouth.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify ALEC Inc., and inform ALEC Inc., of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

3. Collocation Options

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow ALEC Inc., to collocate ALEC Inc.,’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ALEC Inc., to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, ALEC Inc., must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to **Section 6**, following. Subject to space availability and technical feasibility, at ALEC Inc.,’s option, ALEC Inc., may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. ALEC Inc., may allow other telecommunications carriers to share ALEC Inc.,’s Remote Collocation Space pursuant to terms and conditions agreed to by ALEC Inc., (“Host”) and other telecommunications carriers (“Guests”) and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. ALEC Inc., shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ALEC Inc., that said

agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ALEC Inc.,.

- 3.3.1 ALEC Inc., shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ALEC Inc., with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, ALEC Inc., shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 ALEC Inc., 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 ALEC Inc.,’s Guests in the Remote 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 provide approval for adjacent Remote Site collocation arrangements (“Remote Site Adjacent Arrangement”) where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by ALEC Inc., and in conformance with BellSouth’s design and construction specifications. Further, ALEC Inc., shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.
- 3.4.1 Should ALEC Inc., elect such an option, ALEC Inc., must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth’s guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth’s standard specification, ALEC Inc., and ALEC Inc.,’s BellSouth Certified Contractor must comply with local building code requirements. ALEC Inc.,’s BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ALEC Inc.,’s BellSouth Certified Contractor shall bill ALEC Inc., directly for all work performed for ALEC Inc., pursuant to this Attachment and

- BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. ALEC Inc., must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ALEC Inc.,'s locked enclosure prior to notifying ALEC Inc.,.
- 3.4.2 BellSouth maintains the right to review ALEC Inc.,'s plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in **Section 4** following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require ALEC Inc., at ALEC Inc.,'s sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 ALEC Inc., shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ALEC Inc.,'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 applicable to any other physical collocation arrangement. ALEC Inc.,'s BellSouth Certified Contractor shall be responsible, at CLEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

- 4.1 Occupancy. BellSouth will notify ALEC Inc., in writing that the Remote Collocation Space is ready for occupancy. ALEC Inc., must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, ALEC Inc., may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

- 4.2.1 Upon termination of occupancy, ALEC Inc., at its expense shall remove its equipment and other property from the Remote Collocation Space. ALEC Inc., shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ALEC Inc.,'s Guests, unless CLEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that ALEC Inc., shall continue payment of monthly fees to BellSouth until such date as ALEC Inc., and if applicable ALEC Inc.,'s Guest, has fully vacated the Remote Collocation Space. Should ALEC Inc., or ALEC Inc.,'s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of ALEC Inc., or ALEC Inc.,'s Guest at ALEC Inc.,'s expense and with no liability for damage or injury to ALEC Inc., or ALEC Inc.,'s Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, ALEC Inc., shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the ALEC Inc., except for ordinary wear and tear unless otherwise agreed to by the Parties. ALEC Inc., shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5 Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.
- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ALEC Inc.,'s failure to comply with these requirements.
- 5.1.2 ALEC Inc., shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 ALEC Inc., shall place a plaque or other identification affixed to ALEC Inc.,'s equipment to identify ALEC Inc.,'s equipment, including a list of emergency contacts with telephone numbers.

- 5.1.4 All ALEC Inc., equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. ALEC Inc., may elect to place ALEC Inc.,-owned or ALEC Inc.,-leased entrance facilities into the Remote Collocation Space from ALEC Inc.,'s point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ALEC Inc., will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. ALEC Inc., must contact BellSouth for instructions prior to placing the entrance facility cable. ALEC Inc., is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. ALEC Inc., may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ALEC Inc.,'s collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between ALEC Inc.,'s equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ALEC Inc., or its agent must perform all required maintenance to ALEC Inc., equipment/facilities on its side of the demarcation point, pursuant to **Section 5.4**, following.
- 5.4 ALEC Inc.,'s Equipment and Facilities. ALEC Inc.,, or if required by this Attachment, ALEC Inc.,'s Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ALEC Inc.,.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to **Section 12**, ALEC Inc., shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ALEC Inc., agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of ALEC Inc., or ALEC Inc.,'s Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ALEC

- Inc., and returned to BellSouth Access Management within fifteen (15) calendar days of ALEC Inc.,’s receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ALEC Inc., agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ALEC Inc., employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ALEC Inc., or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.6.1 ALEC Inc., must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date ALEC Inc., desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ALEC Inc., may submit such a request at any time subsequent to BellSouth’s receipt of the Bona Fide Firm Order. In the event ALEC Inc., desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit ALEC Inc., to access the Collocation Space accompanied by a security escort at ALEC Inc.,’s expense. ALEC Inc., must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.7 Lost or Stolen Access Keys. ALEC Inc., shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), ALEC Inc., shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC Inc., violates the provisions of this paragraph, BellSouth shall give written notice to ALEC Inc., which notice shall direct ALEC Inc., to cure the violation within forty-eight (48) hours of ALEC Inc.,’s actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 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 ALEC Inc., fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ALEC Inc.,'s equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC Inc., prior to taking such action and shall have no liability to ALEC Inc., for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ALEC Inc., fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ALEC Inc., or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ALEC Inc., shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by ALEC Inc., in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by ALEC Inc., at any time. Any damage caused to the Remote Collocation Space by ALEC Inc.,'s employees, agents or representatives shall be promptly repaired by ALEC Inc., at its expense.
- 5.10 Alterations. In no case shall ALEC Inc., or any person acting on behalf of ALEC Inc., make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by ALEC Inc.,. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

- 5.11 Upkeep of Remote Collocation Space. ALEC Inc., shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. ALEC Inc., shall be responsible for removing any ALEC Inc., debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ALEC Inc., and BellSouth that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Application for Space. ALEC Inc., shall submit a Remote Site Collocation Application when ALEC Inc., or ALEC Inc.,’s Guest(s), as defined in **Section 3**, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For ALEC Inc., or ALEC Inc.,’s Guest(s) equipment placement, ALEC Inc., shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. Prior to submitting the application, CLLI information can be obtained in the manner set forth in **Section 2**. An Application Fee will apply.
- 6.4 Subsequent Application In the event ALEC Inc., or ALEC Inc.,’s Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ALEC Inc., shall complete an Application detailing all information regarding the modification to the Collocation Space (“Subsequent Application”). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ALEC Inc., in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.4.1 Subsequent Application Fee. The application fee paid by ALEC Inc., for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is

complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.5 Availability of Space. Upon submission of an Application, BellSouth will permit ALEC Inc., to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in **Section 7** shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ALEC Inc., of the amount that is available.
- 6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify ALEC Inc., of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ALEC Inc., ALEC Inc., must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by ALEC Inc., ALEC Inc., must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ALEC Inc., 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 ALEC Inc., ALEC Inc., must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies ALEC Inc., that no space is available (“Denial of Application”), BellSouth will not assess an Application Fee. After notifying ALEC Inc., that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow ALEC Inc., upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth’s affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ALEC Inc., to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, ALEC Inc., must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. ALEC Inc., may accept an amount of space less than its original request 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 ALEC Inc., does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ALEC Inc., from the waiting list. Upon request, BellSouth will advise ALEC Inc., as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, North Carolina, and Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”), which will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2 Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.2.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Florida, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable ALEC Inc., to place a Firm Order. When ALEC Inc., submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen

(15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.5 In Louisiana, BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.6 In Kentucky, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.10.6.1 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. In Mississippi, these intervals shall be in business days.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ALEC Inc., or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge ALEC Inc., an

application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. Major changes such as requesting additional space or adding equipment may require ALEC Inc., to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

- 6.12.1 In Alabama, North Carolina, and Tennessee, ALEC Inc., shall indicate its intent to proceed with equipment installation in a Company Premise by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when ALEC Inc., has completed the Application/Inquiry process and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to ALEC Inc.,'s Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. ALEC Inc., shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ALEC Inc., has completed the Application/Inquiry process described in this **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to ALEC Inc.,'s Bona Fide Application or the Application will expire.
- 6.12.3 In Kentucky and Mississippi, ALEC Inc., shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ALEC Inc., has completed the Application/Inquiry process described in **Section 6**, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to ALEC Inc.,'s Bona Fide Application or the Application will expire.
- 6.12.4 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of ALEC Inc.,'s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm

Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

- 6.13 BellSouth will permit one accompanied site visit to ALEC Inc.,'s designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to ALEC Inc.,.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Tennessee and North Carolina, the Company will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, the Company will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event ALEC Inc., submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event ALEC Inc., submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event ALEC Inc., submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. The Company will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with ALEC Inc., at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, ALEC Inc., must submit to the Company the CLEC Forecast Form, as set forth in Exhibit C attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.

- 7.1.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90)

- calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ALEC Inc., cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete

- construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide ALEC Inc., with the estimated completion date in its Response.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

- 7.4 Acceptance Walk Through. ALEC Inc., will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying ALEC Inc., that the collocation space is ready for occupancy. BellSouth will correct any deviations to ALEC Inc.,'s original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Use of BellSouth Certified Supplier. ALEC Inc., shall select a supplier that has been approved by BellSouth to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications ("Certified Supplier"). BellSouth shall provide ALEC Inc., with a list of Certified Suppliers upon request. The Certified Supplier(s) shall be responsible for installing ALEC Inc.,'s equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and ALEC Inc., upon successful completion of installation. The Certified Supplier shall bill ALEC Inc., directly for all work performed for ALEC Inc., pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Supplier. BellSouth shall consider certifying ALEC Inc., or any supplier proposed by ALEC Inc.,. All work performed by or for ALEC Inc., shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ALEC Inc., shall be responsible for placement, monitoring and removal of alarms used to service ALEC Inc.,'s Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.7 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. ALEC Inc., may place within its Virtual Collocation arrangements the telecommunications equipment set forth in **Section 5**. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, ALEC Inc., may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by ALEC Inc.,, such information will be provided to ALEC Inc., in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes

- available to ALEC Inc., within 180 calendar days of BellSouth's written denial of ALEC Inc.,'s request for physical collocation, and (ii) ALEC Inc., was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then ALEC Inc., may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. ALEC Inc., must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8 Cancellation. If, at anytime prior to space acceptance, ALEC Inc., cancels its order for the Remote Collocation Space(s), ALEC Inc., will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.
- 7.9 Licenses. ALEC Inc., at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.10 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available. Payment of the Application Fee will be due as dictated by ALEC Inc.,'s current billing cycle and is non-refundable.
- 8.2 Recurring Fees. Recurring charges begin on the date that ALEC Inc., executes the written document accepting the Remote Collocation Space pursuant to **Section 7**, or on the date ALEC Inc., first occupies the Remote Collocation Space, whichever is sooner. If ALEC Inc., fails to schedule and complete a walkthrough pursuant to **Section 7** within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing ALEC Inc., for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by ALEC Inc.,'s current billing cycle.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power ALEC Inc.,'s equipment. ALEC Inc., shall pay rack/bay space charges based upon the number of

- racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible
- 8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for ALEC Inc.,’s Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay (“BDFB”) at ALEC Inc.,’s option 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 ALEC Inc.,’s equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 8.4.1 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 ALEC Inc.,’s BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ALEC Inc.,’s BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At ALEC Inc.,’s option, ALEC Inc., may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever ALEC Inc., or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth’s Security Training requirements. The parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 8.6 Rate “True-Up”. The Parties agree that the prices reflected as interim herein shall be “trued-up” (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter “Commission”). Under the “true-up” process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service (“Total Interim Price”). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due (“Total Final Price”). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ALEC Inc., shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ALEC Inc.,. Each Party shall keep its own records upon which a “true-up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such

“true-up,” the Parties agree that the Commission shall be called upon to resolve such differences.

8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by ALEC Inc.,’s current billing cycle. ALEC Inc., will pay a late payment charge of the lesser of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date..

9. Insurance

9.1 Maintain Insurance. ALEC Inc., shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this **Section 9** and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best’s Insurance Rating of A-.

9.2 Coverage. ALEC Inc., 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 ALEC Inc.,’s real and personal property situated on or within BellSouth’s Remote Site Location.

9.2.4 ALEC Inc., 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 Limits. The limits set forth in **Section 9.2** above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to ALEC Inc., 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 ALEC Inc., shall be deemed to be primary. All policies purchased by ALEC Inc., 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 Remote Site Location and shall remain in effect for the term of this Attachment or until all ALEC Inc.,'s property has been removed from BellSouth's Remote Site Location, whichever period is longer. If ALEC Inc., fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ALEC Inc.,.
- 9.5 Submit certificates of insurance. ALEC Inc., 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 Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ALEC Inc., shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ALEC Inc.,'s insurance company. ALEC Inc., shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 9.6 Conformance to recommendations made by BellSouth's fire insurance company. ALEC Inc., 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 ALEC Inc.,'s net worth exceeds five hundred million dollars (\$500,000,000), ALEC Inc., may elect to request self-insurance status in lieu of obtaining any of the insurance required in **Sections 9.2.1** and **9.2.3**. ALEC Inc., shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ALEC Inc., in the event that self-insurance status is not granted to ALEC Inc.,. If BellSouth approves ALEC Inc., for self-insurance, ALEC Inc., shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ALEC Inc.,'s corporate officers. The ability to self-insure shall continue so long as ALEC Inc., meets all of the requirements of this Section. If ALEC Inc., subsequently no longer satisfies this Section, ALEC Inc., is required to purchase insurance as indicated by **Sections 9.2.1** and **9.2.3**.
- 9.8 Net worth requirements. 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) days' notice to ALEC Inc., to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ALEC Inc.), 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 inspection. BellSouth may conduct an inspection of ALEC Inc.,’s equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between ALEC Inc.,’s equipment and equipment of BellSouth. BellSouth may conduct an inspection if ALEC Inc., adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ALEC Inc., 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 ALEC Inc., will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ALEC Inc., employee being considered for work on the BellSouth Premises, for the states/counties where the ALEC Inc., 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. ALEC Inc., shall not be required to perform this investigation if an affiliated company of ALEC Inc., has performed an investigation of the ALEC Inc., employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ALEC Inc., has performed a pre-employment statewide investigation of criminal history records of the ALEC Inc., employee for the states/counties where the ALEC Inc., 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 ALEC Inc., shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ALEC Inc., name. BellSouth reserves the right to remove from its premises any employee of ALEC Inc., not possessing identification issued by ALEC Inc., or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ALEC Inc., shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ALEC Inc., shall be solely responsible for ensuring that any Guest of ALEC Inc., is in compliance with all subsections of this **Section 12**.
- 12.3 ALEC Inc., will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.4 ALEC Inc., shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ALEC Inc., 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 access to any ALEC Inc., personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ALEC Inc., chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ALEC Inc., 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 ALEC Inc., 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 ALEC Inc., shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ALEC Inc., employee requiring access to a BellSouth Premises pursuant to this Attachment, ALEC Inc., shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ALEC Inc., will disclose the nature of the convictions to BellSouth at that time. In the alternative, ALEC Inc., 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.
- 12.6 At BellSouth's request, ALEC Inc., shall promptly remove from BellSouth's Premises any employee of ALEC Inc., BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ALEC Inc., is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview ALEC Inc.,'s employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to ALEC Inc.,'s Security contact of such interview. ALEC Inc., and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ALEC Inc.,'s employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ALEC Inc., for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ALEC Inc.,'s employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ALEC Inc., for BellSouth property which is stolen or damaged where an investigation determines the culpability of ALEC Inc.,'s employees, agents, or contractors and where ALEC Inc., agrees, in good faith, with the results of such investigation. ALEC Inc., shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. ALEC Inc., shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 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 the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs. In no event shall ALEC Inc., its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

- 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 Remote Collocation Space

- 13.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ALEC Inc.,'s permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote 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 with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ALEC Inc.,''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 ALEC Inc.,, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ALEC Inc., may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ALEC Inc.,''s acceleration of the project increases the cost of the project, then those additional charges will be incurred by ALEC Inc.,. Where allowed and where practical, ALEC Inc., may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ALEC Inc., shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ALEC Inc.,''s permitted use, until such Remote Collocation Space is fully repaired and restored and ALEC Inc.,''s equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where ALEC Inc., has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, ALEC Inc., shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site 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 Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and ALEC Inc., shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

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

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – ALABAMA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	\$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.11
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis .

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – FLORIDA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	\$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.45
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – GEORGIA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	\$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.22
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – KENTUCKY
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	\$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.82
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.13
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – LOUISIANA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	\$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.02
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – MISSISSIPPI
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	\$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	\$231.43
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.01
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – NORTH CAROLINA
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	\$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	\$230.60
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$74.74
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	\$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.27
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – TENNESSEE
REMOTE SITE COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	\$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	\$232.12
PE1RE	Request for CLLI*	Per Premises Requested	N/A	\$75.23
AEH	Additional Engineering Fee (Note 1)	Per request, First half hour/add'l half hour	N/A	-
PE1BT	Security Escort (Note 1) Basic Time	Per half hr/add'l half hr	NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

- (1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT B

**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 ALEC, Inc. 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 ALEC, Inc. shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ALEC, Inc. should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ALEC, Inc. to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ALEC, Inc. will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ALEC, Inc. space with proper notification. BellSouth reserves the right to stop any ALEC, Inc. work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ALEC, Inc. are owned by ALEC, Inc.. ALEC, Inc. 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 ALEC, Inc. or different hazardous materials used by ALEC, Inc. at BellSouth Facility. ALEC, Inc. must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ALEC, Inc. to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ALEC, Inc. 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 ALEC, Inc. will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ALEC, Inc. 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 ALEC, Inc. shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, ALEC, Inc. 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. ALEC, Inc. further agrees to cooperate with BellSouth to ensure that ALEC, Inc.'s employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ALEC, Inc., its employees, agents and/or subcontractors.

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

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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on 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)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	<ul style="list-style-type: none"> • P&SM Manager -

	<p>must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement</p> <ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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 E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Exhibit C
Interval Matrix

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

* Extended intervals shall apply when multiple applications are submitted.

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

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

EXHIBIT D

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	E Fac she
			Standard Bays*	Non- Standard Bays**					

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 24", Height - 42". Equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
 Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation

Version 3Q00:11/16/00

requested.

Version 3Q00:11/16/00

**AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
ALEC, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2000**

Pursuant to this Agreement (the "Amendment"), ALEC, Inc. and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated April 24, 2000 ("Interconnection Agreement").

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

1. Strike **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.
2. Insert **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
3. All of the other provisions of the Interconnection Agreement dated April 24, 2000 shall remain unchanged and in full force and effect until the expiration date.
4. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

ALEC, Inc.

BellSouth Telecommunications, Inc.

By: __signature on file_____

By: __signature on file_____

Name: __Joe Demmons_____

Name: __Jerry D. Hendrix_____

Title: __Vice-President_____

Title: __Senior Director_____

Date: __9/1/00_____

Date: __9/14/00_____

AMENDMENT TO
AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND ALEC, Inc.
DATED APRIL 24, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and ALEC, Inc. ("ALEC") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain adoption agreement between BellSouth and ALEC, dated April 24, 2000 (the "Agreement").

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

1. The Agreement is amended to incorporate the BellSouth Disaster Recovery Plan into the Agreement as Attachment 15, which is attached hereto, and by reference made a part of the Agreement.
2. All other provisions of the Agreement, dated April 24, 2000, shall remain in full force and effect.
3. The Parties agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

ALEC, Inc.

By: _____ signature on file _____

By: _____ signature on file _____

Name: _____ Gregory R. Follensbee _____

Name: _____ James G. Puckett _____

Title: _____ Senior Director _____

Title: _____ VP of CLEC Operations _____

Date: _____ 7/25/01 _____

Date: _____ 7/9/01 _____

Attachment 15
BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.

***2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING***

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

**Amendment to the Agreement
between BellSouth Telecommunications, Inc.
and
ALEC, Inc.
dated April 24, 2000**

Pursuant to this Amendment, (the "Amendment"), ALEC, Inc. ("ALEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated April 24, 2000, as amended by that certain Amendment to The Interconnection Agreement between ALEC and BellSouth dated September 14, 2000, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated January 25, 2001, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated May 10, 2001, and as further amended by that certain Amendment to Agreement between BellSouth and ALEC dated July 25, 2001 (the "Agreement").

WHEREAS, OptiLink Communications, Inc. ("OptiLink"), MetroLink Internet Services of Port Saint Lucie, Inc. ("MetroLink") and Touchtone Communications, Inc. ("Touchtone") have merged with and into ALEC; and

WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such merged entities and their respective Agreements with BellSouth under the Agreement, 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. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, is hereby made an attachment to the Agreement.
3. The Parties agree to terminate the standalone OptiLink, MetroLink and Touchtone Agreements between BellSouth and OptiLink, MetroLink and Touchtone respectively.
4. All of the other provisions of the Agreement, dated April 24, 2000, shall remain in full force and effect.
5. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

ALEC, Inc.	BellSouth Telecommunications, Inc.
<u>Signature on file</u>	<u>Signature on file</u>
_____ Signature	_____ Signature
Philip V Patete	_____ Name
_____ Name	_____ Name
Chief Technical Officer	_____ Title
_____ Title	_____ Title

September 22, 2001

Date

Date

STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES

For and in consideration of the mutual promises contained herein, BellSouth and ALEC agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Agreement between BellSouth and ALEC, assignee of OptiLink, MetroLink and Touchtone to furnish telecommunications services to ALEC pursuant to the terms of the Agreement, as amended, or pursuant to BellSouth's tariffs.
2. ALEC hereby assumes all obligations for services provided to OptiLink, MetroLink and Touchtone under the respective Agreements between BellSouth and OptiLink, MetroLink and Touchtone and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to the OptiLink, MetroLink, Touchtone Agreements or ALEC for such services pursuant to the applicable tariff or Agreement.
3. ALEC specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for OptiLink, MetroLink, and Touchtone.
4. ALEC specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
5. The undersigned is a duly authorized representative of ALEC and by the authority granted to the undersigned by OptiLink, MetroLink, and Touchtone is authorized to bind ALEC to the terms and conditions contained herein.

**Amendment to the Agreement
between BellSouth Telecommunications, Inc.
and
ALEC, Inc.
dated April 24, 2000**

Pursuant to this Amendment, (the "Amendment"), ALEC, Inc. ("ALEC"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Agreement between the Parties dated April 24, 2000, as amended by that certain Amendment to The Interconnection Agreement between ALEC and BellSouth dated September 14, 2000, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated January 25, 2001, as further amended by that certain Amendment to the Interconnection Agreement between ALEC and BellSouth dated May 10, 2001, and as further amended by that certain Amendment to Agreement between BellSouth and ALEC dated July 25, 2001, as further amended by that certain Amendment to the Agreement between BellSouth and ALEC dated October 1, 2001 (the "Agreement").

WHEREAS, Gietel, Inc. ("Gietel") has merged with and into ALEC; and

WHEREAS, the Parties desire to amend the Agreement to incorporate all accounts of such merged entity and its respective agreement with BellSouth under the Agreement, 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. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, is hereby made an attachment to the Agreement.

3. The Parties agree to terminate the standalone Gietel agreement between BellSouth and Gietel.

4. All of the other provisions of the Agreement, dated April 24, 2000, shall remain in full force and effect.

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

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

ALEC, Inc.	BellSouth Telecommunications, Inc.
<u>Signature on file</u>	<u>Signature on file</u>
_____ Signature	_____ Signature
_____ Philip V. Patete	_____ G.R. Follensbee
_____ Name	_____ Name
_____ Chief Technical Officer	_____ Senior Director
_____ Title	_____ Title
_____ December 7, 2001	_____ December 10, 2001
_____ Date	_____ Date

STATEMENT OF ASSUMPTION OF SERVICES AND
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES

For and in consideration of the mutual promises contained herein, BellSouth and ALEC agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Agreement between BellSouth and ALEC, assignee of Gietel to furnish telecommunications services to ALEC pursuant to the terms of the Agreement, as amended, or pursuant to BellSouth's tariffs.
2. ALEC hereby assumes all obligations for services provided to Gietel under the respective agreement between BellSouth and Gietel and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to the Gietel agreements or ALEC for such services pursuant to the applicable tariff or Agreement.
3. ALEC specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for Gietel.
4. ALEC specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
5. The undersigned is a duly authorized representative of ALEC and by the authority granted to the undersigned by Gietel is authorized to bind ALEC to the terms and conditions contained herein.