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150 South Monroe Street
Tallahassee, Florida 32301-1558

Marshall M. Criser, III
Regulatory Vice President

RECORDS AND
REPORTING

February 24, 1999

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

990200-TP

Re: Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ALEC, Inc. pursuant to Sections 252(e) of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and ALEC, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for collocation.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the collocation agreement between BellSouth and ALEC, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (22)

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FPSC-RECORDS/REPORTING

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

ALEC, Inc.

BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this 11th day of February, 1999, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and ALEC, Inc. a corporation organized and existing under the laws of Kentucky;

WITNESSETH

WHEREAS, ALEC, Inc. wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which ALEC, Inc. desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to ALEC, Inc. within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

1.1 Right to occupy. BellSouth hereby grants to ALEC, Inc. a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size and dimension which is specified by ALEC, Inc. and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use, hereinafter, "Common Area". BellSouth will prorate the costs for such common area construction pursuant to Section 4.7 following.

1.2 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) which is used to interconnect with BellSouth services and facilities for the provision of telecommunications services. Pursuant to Article 3 following, ALEC, Inc. may at its option, place ALEC, Inc.-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ALEC, Inc. may connect to other interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by ALEC, Inc.. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. ALEC, Inc. may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. ALEC, Inc. agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Availability of Space. BellSouth will permit ALEC, Inc. to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or due to technical infeasibility. Such determinations shall be subject to the following condition: after notifying ALEC, Inc. that BellSouth has no available space in a particular Premises, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first served basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Premises has become available. Upon request BellSouth will advise ALEC, Inc. as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

1.6 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day ALEC, Inc.'s equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify ALEC, Inc. in writing that the Collocation Space is ready for occupancy. ALEC, Inc. must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. 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 interconnected service until receipt of such notice. If ALEC, Inc. fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event ALEC, Inc.'s right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to ALEC, Inc. with respect to said Collocation Space. Termination of ALEC, Inc.'s rights to the Collocation Space pursuant to this paragraph shall not operate to release ALEC, Inc. from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, ALEC, Inc.'s telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. ALEC, Inc. may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such

occupancy, ALEC, Inc. at its expense shall remove its equipment and other property from the Collocation Space. ALEC, Inc. shall have thirty (30) days from the termination date to complete such removal; provided, however, that ALEC, Inc. shall continue payment of monthly fees to BellSouth until such date as ALEC, Inc. has fully vacated the Collocation Space. Should ALEC, Inc. fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of ALEC, Inc. at ALEC, Inc.'s expense and with no liability for damage or injury to ALEC, Inc.'s property unless caused by the gross negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards.

3.1.2 ALEC, Inc. shall not use the Collocation Space for marketing purposes. ALEC, Inc. shall place no signs or marking of any kind (except for a plaque or other identification affixed to ALEC, Inc.'s equipment and reasonably necessary to identify ALEC, Inc.'s equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Premises housing the Collocation Space.

3.2 Entrance Facilities. ALEC, Inc. may elect to place ALEC, Inc.-owned or ALEC, Inc.-leased 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 interconnection of sufficient length to be pulled through conduit and into the splice location. ALEC, Inc. will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ALEC, Inc.'s equipment in the Collocation Space. 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.

3.2.1 Dual entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for collocation under this Agreement, 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.

3.2.2 Shared Use. ALEC, Inc. may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another ALEC, Inc. collocation arrangement within the same BellSouth Premises.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should ALEC, Inc. request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to ALEC, Inc. by BellSouth, ALEC, Inc. shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection 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. may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. ALEC, Inc. or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 ALEC, Inc.'s Equipment and Facilities. ALEC, Inc. is solely responsible for the layout, design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by ALEC, Inc. in the Collocation Space. Without limitation of the foregoing provisions, ALEC, Inc. will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to ALEC, Inc. when 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.

3.7 Access and Administration. 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 of any employee, contractor, or agents provided with access keys (e.g. keys or access cards) prior to the issuance of said access keys. ALEC, Inc. agrees to be responsible for the return of all said keys in the possession of ALEC, Inc. employees, contractor, or agents after termination of the employment relationship or contractual obligation with ALEC, Inc.. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require ALEC, Inc. to traverse restricted areas. BellSouth shall use its best efforts to provide ingress and egress to the Collocation Space, where physically and economically feasible to BellSouth, that will not require ALEC, Inc. to traverse restricted areas of the Central Office. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign ALEC, Inc.'s request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. ALEC, Inc.'s operation and employees, agents and contractors shall conform to current OSHA regulations and all other governmental rules, ordinances, and statutes pertaining to operations within a commercial environment. ALEC, Inc.'s employees, agents and contractors are responsible for being aware of the fire prevention and evacuation procedures in each Collocation Space. BellSouth shall identify the location of such procedures during the walkthrough conducted pursuant to section 4.3.3, herein. ALEC, Inc. acknowledges that the Collocation Space is contained within a secure, limited access location and as such shall cause its employees, agents and contractors to conduct themselves as to maintain the security of the location. Such conduct shall include, but not be limited to requiring all ALEC, Inc. employees, agents, or contractors to display an identification badge issued by ALEC, Inc. or a Certified Vendor which contains a current photo, the individual's name and company name/logo, guarding against and taking necessary steps to prevent unauthorized access, e.g. exterior openings such as doors and windows or interior security openings shall not be left open or unattended, preventing unauthorized visitors of ALEC, Inc. employees, agents or contractors from entering the premises. ALEC, Inc. agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, ALEC, Inc. shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the ALEC, Inc. except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC, Inc. violate 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. 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 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.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, ALEC, Inc. may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by 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 personalty 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.

3.10 Alterations. In no case shall ALEC, Inc. or any person acting on behalf of ALEC, Inc. make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ALEC, Inc..

3.11 Janitorial Service. ALEC, Inc. shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. ALEC, Inc. shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in ALEC, Inc.'s Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. BellSouth will respond within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: Within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple 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. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's 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 a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. ALEC, Inc. shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires ALEC, Inc. to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is substantially and materially identical to the initial Application/Inquiry document and is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to ALEC, Inc.'s Application/Inquiry. If ALEC, Inc. makes significant changes from the Application/Inquiry to space, power, or wiring requirements or changes in the amount or type of equipment to be placed, BellSouth will be required to re-evaluate and re-respond to the request. In the event BellSouth is required to re-evaluate and re-respond to the request, BellSouth's provisioning interval will not start until the re-evaluation and response is complete and the Bona Fide Firm Order is accepted by BellSouth.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of ALEC, Inc.'s Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order. 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 use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. 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.

4.3.1 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and ALEC, Inc. will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by ALEC, Inc. on its Bona Fide Firm Order. In the event ALEC, Inc. materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to ALEC, Inc. during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate ALEC, Inc.'s application as a result of changes requested by ALEC, Inc. to ALEC, Inc.'s original application, then BellSouth will charge ALEC, Inc. a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require ALEC, Inc. to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.3.3 Acceptance Walk Through. ALEC, Inc. and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by ALEC, Inc.. BellSouth will correct any deviations to ALEC, Inc.'s original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

4.4 Use of Certified Vendor. ALEC, Inc. shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide ALEC, Inc. with a list of Certified Vendors upon request. The Certified Vendor 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. The Certified Vendor shall bill ALEC, Inc. directly for all work performed for ALEC, Inc. pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying ALEC, Inc. or any vendor proposed by ALEC, Inc.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office 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 hazard known to

that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

4.6 Basic Telephone Service. Upon request of ALEC, Inc., BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ALEC, Inc.'s pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ALEC, Inc. divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse ALEC, Inc. in an amount equal to ALEC, Inc. reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Although enclosures are not required, upon request of ALEC, Inc., BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. ALEC, Inc. may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Such contractor shall directly bill ALEC, Inc. for activities associated with the space enclosure construction. ALEC, Inc. must provide the local BellSouth building contact with a card, key or other access device 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..

4.9 Unenclosed Space. At ALEC, Inc.'s option, an unenclosed space may be requested instead of an equipment arrangement enclosure as described above. Unenclosed arrangements will be located in the area designated for physical collocation within the BellSouth Common Area. A collocator may designate a specific amount of unenclosed space, given that such designation is adequate to accommodate the requested equipment installation per industry standards. Alternatively, if a square footage amount is not designated, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in Article 5.6 following. There is no minimum square footage requirement for unenclosed collocation space, permitting the collocator to use space in increments less than 100 square feet.

4.10 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, ALEC, Inc. may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. To the extent physical collocation space has become available within 180 days of ALEC, Inc.'s submission of a Bona Fide Firm Order for

virtual collocation, ALEC, Inc. will receive a credit for any nonrecurring charges previously paid for such virtual collocation arrangement. ALEC, Inc. must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.11 Cancellation. If ALEC, Inc. cancels its order for the Collocation Space(s), ALEC, Inc. will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount ALEC, Inc. would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.12 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.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, ALEC, Inc. shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following ALEC, Inc.'s receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when ALEC, Inc. requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee, as applicable, will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from ALEC, Inc.'s pro-rated share of renovation or upgrade costs.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when ALEC, Inc. desires to modify the use of the Collocation Space. ALEC, Inc. shall complete an application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications, if any, to the premises are required to accommodate the change requested by ALEC, Inc. in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes

necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by ALEC, Inc. for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power ALEC, Inc.'s equipment. When the Collocation Space is enclosed by walls or other divider, 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 number of square feet contained in a shadow print of ALEC, Inc.'s equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents ALEC, Inc.'s share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date ALEC, Inc. first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ALEC, Inc.'s equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by ALEC, Inc.'s certified vendor. ALEC, Inc.'s certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of ALEC, Inc.'s request to collocate in that central office ("Power Plant Construction"), ALEC, Inc. shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify ALEC, Inc. of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. ALEC, Inc. shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. ALEC, Inc. shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. ALEC, Inc. has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement ALEC, Inc. shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever ALEC, Inc. or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). ALEC, Inc. will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. INSURANCE

6.1 ALEC, Inc. shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and under written by insurance companies licensed to do business in the states applicable under this agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 ALEC, Inc. shall maintain the following specific coverage:

6.2.1 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 ALL applicable policies as specified herein.

6.2.2 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.

6.2.3 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.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement 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.

6.4 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 Central Office and shall remain in effect for the term of this Agreement or until all ALEC, Inc.'s property has been removed from BellSouth's Central Office, 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..

6.5 ALEC, Inc. shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) 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) days advance notice of cancellation from ALEC, Inc.'s insurance company. ALEC, Inc. shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

6.6 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.

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

7. MECHANICS LIENS

7.1 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) 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.

8. INSPECTIONS

8.1 BellSouth shall 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.

9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of ALEC, Inc. will be permitted in the BellSouth Central Office. 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 Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 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) days after such damage, to terminate this Agreement and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for 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 certified vendor 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) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

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

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - LOUISIANA
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$4,910.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	36.63/\$15.85	NA
Floor Space	Per square foot	\$4.01	NA
Cable Installation	Per Cable	NA	\$1,706.00 Disconnect Charge \$36.00
Cable Support Structure	Per entrance cable	\$24.05	NA
Power	Per Amp	\$7.15	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.26	\$23.04/\$22.11
4-wire		\$.52	\$23.23/\$22.24
DS-1		\$2.03	\$43.61/\$30.60
DS-3		\$36.27	\$41.46/\$29.20
2-fiber		\$10.20	\$73.00/\$52.00
4-fiber		\$18.34	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional \$9.48/\$8.54
4-wire			\$9.53/\$8.55
DS-1			\$9.56/\$8.63
DS-3			\$11.06/\$8.86

12. NONEXCLUSIVITY

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

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by ALEC, Inc. or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

3535 Colonnade Parkway

Room E4E1

Birmingham, AL 35243

ATTN: OLEC Account Team

To ALEC, Inc.:

1158 Jefferson Street

Paducah, KY 42001

ATTN: Jay Campbell

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

14. INDEMNITY / LIMITATION OF LIABILITY

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

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

15. PUBLICITY

15.1 ALEC, Inc. agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and ALEC, Inc. further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

16. FORCE MAJEURE

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

17. ASSIGNMENT

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

18. NO IMPLIED WAIVER

18.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

19. RESOLUTION OF DISPUTES

19.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

20. SECTION HEADINGS

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

21. AUTHORITY

21.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

22. REVIEW OF AGREEMENT

22.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and ALEC, Inc. and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

23. FILING OF AGREEMENT

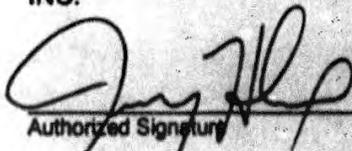
23.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by ALEC, Inc..

24. ENTIRE AGREEMENT

24.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and ALEC, Inc. and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.



Authorized Signature

Jerry Hendrix

Print or Type Name

Director

Title

2/11/99

Date

ALEC, Inc.



Authorized Signature

Jay Campbell

Print or Type Name

President

Title

1/28/99

Date

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - ALABAMA
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$7,124.00 Disconnect Charge \$1.73
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$136.64/\$15.85	NA
Floor Space	Per square foot	\$3.85	NA
Cable Installation	Per Cable	NA	\$2,335.00 Disconnect Charge \$54.39
Cable Support Structure	Per entrance cable	\$23.23	NA
Power	Per Amp	\$7.14	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.28	\$30.76/\$29.40
4-wire		\$.56	\$31.01/\$29.58
DS-1		\$2.14	\$60.81/\$41.71
DS-3		\$38.63	\$57.80/\$39.81
2-fiber		\$10.44	\$73.00/\$52.00
4-fiber		\$18.76	\$88.00/\$67.00
			Disconnect Charges
			First / Additional
2-wire			\$12.75/\$11.38
4-wire			\$12.82/\$11.39
DS-1			\$12.85/\$11.50
DS-3			\$14.93/\$11.76

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$43.47/\$25.82 \$55.25/\$32.79 \$67.03/\$39.76
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		\$0.08 \$0.17 \$0.69 \$4.74 \$25.89 \$34.91	NA NA NA NA NA NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)**

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, material, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges	
	First / Additional	First / Additional	
2-wire	\$34.03/\$32.67	\$14.48/\$13.11	
4-wire	\$34.28/\$32.85	\$14.55/\$13.12	
DS-1	\$64.08/\$44.98	\$14.58/\$13.23	
DS-3	\$61.07/\$43.08	\$16.66/\$13.49	

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an

individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

12/14/98

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - FLORIDA
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	\$15.53	\$3,248.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)			
Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
Gypsum Board Cage	Per add'l 50 sq. Ft.	\$9.35	NA
Fire Rated Cage	Per add'l 50 sq. Ft.	\$11.30	NA
Floor Space	Per sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$2.77	\$1,056.00
Cable Support Structure		\$22.94	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	\$5.24	\$1,157.00
4-wire	Per 100 Circuits	\$5.24	\$1,157.00
DS-1/DCS	Per 28 Circuits	\$226.39	\$1,950.00
DS-1/DSX	Per 28 Circuits	\$11.51	\$1,950.00
DS-3/DCS	Per Circuit	\$56.97	\$528.00
DS-3/DSX	Per Circuit	\$10.06	\$528.00
Optical Circuits	Per Circuit	\$6.46	\$2,431.00
Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Security Access Cards	Per Request (5 Cards)	NA	\$85.12
POT Bay (Note 5)		NA	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with

the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **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.
- (6) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - GEORGIA
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$3,850.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1800.00
Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
Space Construction (Note 3)	Per square foot	NA	\$45.00
Floor Space Zone A	Per square foot	\$7.50	NA
Zone B	Per square foot	\$6.75	NA
Cable Installation	Per Cable	NA	\$2,750.00
Cable Support Structure	Per entrance cable	\$13.35	NA
Power	Per Amp	\$5.00	NA
Cross Connects			First / Additional
2-wire		\$.30	\$12.60/\$12.60
4-wire		\$.50	\$12.60/\$12.60
DS-1		\$8.00	\$155.00/\$27.00
DS-3		\$72.00	\$155.00/\$27.00
2-fiber		\$10.29	\$73.00/\$52.00
4-fiber		\$18.50	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour	NA	\$41.00/\$25.00
Overtime	hour/Additional	NA	\$48.00/\$30.00
Premium Time	Half-hour	NA	\$55.00/\$35.00
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	\$10.00

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$0.40	NA
4 Wire Cross-Connect		\$1.20	NA
DS1 Cross-Connect		\$1.20	NA
DS3 Cross-Connect		\$8.00	NA
2 Fiber Cross-Connect		\$25.53	NA
4 Fiber Cross-Connect		\$34.43	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified

contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - KENTUCKY
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$9,926.72
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	NA	\$9,985.50/\$1,092.21
Floor Space Zone A	Per square foot	\$5.00	NA
Zone B	Per square foot	\$5.00	NA
Cable Installation	Per Cable	NA	\$2,327.08
Cable Support Structure	Per entrance cable	\$24.23	NA
Power	Per Amp	\$7.68	NA
Cross Connects			First / Additional
2-wire		\$.31	\$54.21/\$51.07
4-wire		\$.02	\$54.23/\$50.96
DS-1		\$1.92	\$99.23/\$69.15
DS-3		\$39.94	\$97.48/\$66.90
2-fiber		\$13.28	\$73.00/\$52.00
4-fiber		\$23.87	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour/Additional	NA	\$56.09/\$31.99
Overtime	hour/Additional	NA	\$67.75/\$39.00
Premium Time	Half-hour	NA	\$79.41/\$46.01
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	\$10.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$0.06	NA
4 Wire Cross-Connect		\$0.15	NA
DS1 Cross-Connect		\$0.58	NA
DS3 Cross-Connect		\$4.51	NA
2 Fiber Cross-Connect		\$32.91	NA
2 Fiber Cross-Connect		\$44.42	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and

specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection:** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$4,910.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$136.63/\$15.85	NA
Floor Space	Per square foot	\$4.01	NA
Cable Installation	Per Cable	NA	\$1,708.00 Disconnect Charge \$36.00
Cable Support Structure	Per entrance cable	\$24.05	NA
Power	Per Amp	\$7.15	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.26	\$23.04/\$22.11
4-wire		\$.52	\$23.23/\$22.24
DS-1		\$2.03	\$43.61/\$30.60
DS-3		\$36.27	\$41.46/\$29.20
2-fiber		\$10.20	\$73.00/\$52.00
4-fiber		\$18.34	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional \$9.48/\$8.54
4-wire			\$9.53/\$8.55
DS-1			\$9.56/\$8.63
DS-3			\$11.06/\$8.86

**EXHIBIT A: BELL SOUTH/ALEC, Inc. RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$32.35/\$19.95 \$40.50/\$25.00 \$48.66/\$30.05
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 2 Fiber Cross-Connect		\$0.0776 \$0.1552 \$0.6406 \$4.75 \$25.30 \$34.12	NA NA NA NA NA NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

		Disconnect Charges	
	First / Additional	First / Additional	
2-wire	\$24.92/\$23.99	\$10.56/\$9.62	
4-wire	\$25.11/\$24.12	\$10.61/\$9.63	
DS-1	\$45.49/\$32.48	\$10.64/\$9.71	
DS-3	\$43.34/\$31.08	\$12.14/\$9.94	

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc. requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$6,993.00 Disconnect Charge \$1.70
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	ICB	NA
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$132.65/\$15.39	NA
Floor Space Zone A	Per square foot	\$3.45	Disconnect Charge \$53.24
Cable Installation	Per Cable	NA	\$2,419.00
Cable Support Structure	Per entrance cable	\$22.90	NA
Power	Per Amp	\$6.93	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.3996	\$30.93/\$29.59
4-wire		\$.7992	\$31.17/\$29.77
DS-1		\$2.90	\$60.42/\$41.68
DS-3		\$53.31	\$57.45/\$39.81
2-fiber		\$15.82	\$73.00/\$52.00
4-fiber		\$28.43	\$88.00/\$67.00
			Disconnect Charges
2-wire			First / Additional \$12.76/\$11.43
4-wire			\$12.83/\$11.43
DS-1			\$12.87/\$11.54
DS-3			\$14.92/\$11.80

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Security Escort Regular Time Overtime Premium Time	Per 1/2 hour/Additional Half-hour	NA NA NA	\$42.87/\$25.54 \$54.43/\$32.41 \$65.99/\$39.28
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00
POT Bay 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect		\$0.1195 \$0.2369 \$0.9862 \$5.81 \$39.23 \$52.91	NA NA NA NA NA NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$33.58/\$32.24	\$14.27/\$12.94
4-wire	\$33.82/\$32.42	\$14.34/\$12.94
DS-1	\$63.07/\$44.33	\$14.38/\$13.05
DS-3	\$60.10/\$42.46	\$16.43/\$13.31

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

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

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$4,850.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per Request	NA	ICB
Space Construction (Note 3)	Per 100 square feet/per Each Additional 50 square feet	\$144.80/\$16.00	NA
Floor Space	Per square foot	\$3.90	NA
Cable Installation	Per Cable	NA	\$2,217.00
Cable Support Structure	Per entrance cable	\$24.55	NA
Power	Per Amp	\$7.09	NA
Cross Connects (Note 4)			First / Additional
2-wire		\$.3648	\$41.50/\$38.94
4-wire		\$.7297	\$41.56/\$38.90
DS-1		\$ 2.70	\$70.79/\$50.78
DS-3		\$49.24	\$69.60/\$49.14
2-fiber		\$13.75	\$73.00/\$52.00
4-fiber		\$24.71	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour	NA	\$43.00/\$25.57
Overtime	Additional	NA	\$54.62/\$32.46
Premium Time	Half-hour	NA	\$66.24/\$39.35
Additional Engineering Fee (Note 5)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 6)	Per Card	NA	\$10.00

**EXHIBIT A: BELLSOUTH/ALEC, Inc. RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$.1091	NA
4 Wire Cross-Connect		\$.2181	NA
DS1 Cross-Connect		\$.9004	NA
DS3 Cross-Connect		\$ 5.64	NA
2 Fiber Cross-Connect		\$ 34.09	NA
4 Fiber Cross-Connect		\$ 45.97	NA
Direct Connection (Note 7) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

Note(s):

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

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Agreement, ALEC, Inc. will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and

specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66/\$44.10
4-wire	\$46.68/\$44.02
DS-1	\$75.88/\$55.87
DS-3	\$74.69/\$54.23

- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc.-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (6) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (7) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

EXHIBIT A

Schedule of Rates and Charges

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1) No greater than \$1,600.00	NRC (per Arrangement, per C.O.)	ICB
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 3)	NRC (per Arrangement, per C.O.)	\$4,500.00
Additional Engineering Fee (Note 4)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space	RC (per square foot)	\$7.50
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects		
2-wire	RC (per cross-connect)	\$0.30
4-wire	RC (per cross-connect)	\$0.50
DS1	RC (per cross-connect)	\$8.00
DS3	RC (per cross-connect)	\$72.00
2-fiber	RC (per cross-connect)	\$15.90
4-fiber	RC (per cross-connect)	\$28.50
2-wire	NRC (first cross-connect)	\$19.20
4-wire	NRC (first cross-connect)	\$19.20
DS1	NRC (first cross-connect)	\$155.00
DS3	NRC (first cross-connect)	\$155.00
2-fiber	NRC (first cross-connect)	\$73.00
4-fiber	NRC (first cross-connect)	\$88.00
2-wire	NRC (each additional cross-connect)	\$19.20
4-wire	NRC (each additional cross-connect)	\$19.20
DS1	NRC (each additional cross-connect)	\$27.00
DS3	NRC (each additional cross-connect)	\$27.00
2-fiber	NRC (each additional cross-connect)	\$52.00
4-fiber	NRC (each additional cross-connect)	\$67.00
POT Bay		
2-wire	RC (per cross-connect)	\$0.40
4-wire	RC (per cross-connect)	\$1.20
DS1	RC (per cross-connect)	\$1.20
DS3	RC (per cross-connect)	\$8.00
2-fiber	RC (per cross-connect)	\$39.30
4-fiber	RC (per cross-connect)	\$53.00
Additional Security Access Cards (Note 5)	NRC-ICB (each)	\$10.00

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Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 6)	NRC	ICB
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
Security Escort		
Basic - first half hour	NRC-ICB	\$41.00
Overtime - first half hour	NRC-ICB	\$48.00
Premium - first half hour	NRC-ICB	\$55.00
Basic - additional half hour	NRC-ICB	\$25.00
Overtime - additional half hour	NRC-ICB	\$30.00
Premium - additional half hour	NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge
 RC: Recurring Charge - charged monthly
 ICB: Individual Case Basis - one-time charge

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. 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 Article 5 of the Collocation Agreement.

Schedule of Rates and Charges (cont.)

Notes (cont.)

- (3) **Space Enclosure Construction Fee.** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. ALEC, Inc. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill ALEC, Inc. for the space enclosure, and this fee shall not be applicable.
- (4) **Additional Engineering Fee.** BellSouth's additional engineering, and other labor costs associated with handling ALEC, Inc. requested modifications to requests in progress for Physical Collocation Arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, ALEC, Inc. agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to ALEC, Inc. upon occupancy of collocation space.
- (6) **Direct Connection** As stated in Article 1.2 of the Collocation Agreement, ALEC, Inc. may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

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 agreement.

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.

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

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

Other maintenance work		29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. **DEFINITIONS**

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. **ACRONYMS**

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Code