

BellSouth Telecommunications, Inc.
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July 31, 2001

Guy M. Hicks
General Counsel

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EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

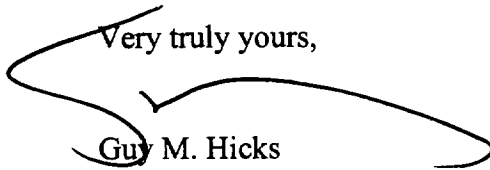
Re: *Approval of the Physical Collocation Master Agreement Negotiated by BellSouth Telecommunications, Inc. and Powertel, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~00-00803~~ 01-00679

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Physical Collocation Master Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Powertel, Inc. ("Powertel") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The enclosed Agreement was negotiated by Powertel and BellSouth and is consistent with the standards for approval.

Powertel and BellSouth respectfully request that the Petition and Agreement be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,


Guy M. Hicks

GMH/dt

Enclosure

cc: Jill F. Dorsey, Esq., Powertel, Inc.
Leah Cooper, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Approval of the Physical Collocation Master Agreement Negotiated by
BellSouth Telecommunications, Inc. and Powertel, Inc. Pursuant to
Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00803~~ 01-00679

**PETITION FOR APPROVAL OF THE PHYSICAL COLLOCATION MASTER
AGREEMENT NEGOTIATED BY BELL SOUTH TELECOMMUNICATIONS,
INC. AND POWERTEL, INC. PURSUANT TO SECTIONS
251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW BellSouth Telecommunications, Inc. ("BellSouth") and Powertel, Inc. ("Powertel") and respectfully file this request with the Tennessee Regulatory Authority (the "TRA") for approval of the attached Physical Collocation Master Agreement (the "Agreement"). The Agreement was negotiated between Powertel and BellSouth pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, ("the Act"). The Agreement provides for the continued interconnection of the two companies' networks, thereby facilitating Powertel's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. Powertel and BellSouth, therefore, respectfully request that the Authority act within the 90 days specified by the Act and approve the Agreement.

In support of their request, Powertel and BellSouth state the following:

THE PARTIES

1. BellSouth is an incumbent local exchange carrier authorized to provide local exchange service in Tennessee.
2. Powertel is a telecommunications carrier that has been granted authority by the Federal Communications Commission to provide CMRS in a specific market in Tennessee.

THE AGREEMENT

3. Powertel and BellSouth have successfully negotiated the agreement for the continued interconnection of their networks. A copy of the Agreement is attached hereto and incorporated herein by reference.
4. BellSouth and Powertel have entered into this Agreement, pursuant to Sections 251 (c) and 252 (a) of the Act.
5. Pursuant to Section 252 (e) of the Act, Powertel and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

COMPLIANCE WITH THE ACT

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier. Other carriers are not bound by the Agreement and remain free to negotiate independently with BellSouth pursuant to Section 252 of the Act.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

APPROVAL OF THE AGREEMENT

8. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between Powertel and BellSouth within 90 days of its submission. The Act provides that the TRA may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. Powertel and BellSouth aver that the Agreement is consistent with the standards for approval.

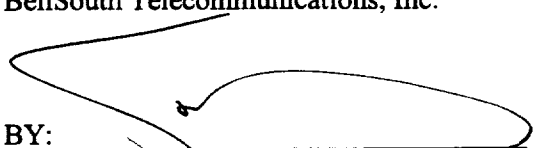
10. Pursuant to Section 252 (i) of the Act, once the Agreement is approved, BellSouth will make the terms and conditions of the Agreement available to any similarly situated CMRS provider.

11. Powertel and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 31st day of July, 2001.

Respectfully submitted,

BellSouth Telecommunications, Inc.

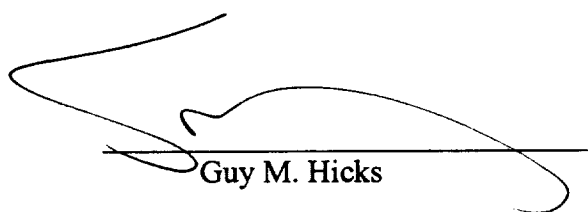
BY: 

Guy M. Hicks
Suite 2101
333 Commerce Street
Nashville, TN 37201-3300
615/214-6301

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement and the Amendment thereto on the following via United States Mail on the 31st day of July, 2001.

Ms. Jill F. Dorsey
General Counsel
Powertel, Inc.
1233 O.G. Skinner Drive
West Point, GA 31833


Guy M. Hicks

By and Between
BellSouth Telecommunications, Inc.
And
Powertel, Inc.

**BELLSOUTH
PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this 9th day of April, 2001, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and Powertel, Inc., a corporation organized and existing under the laws of the State of Delaware, on behalf of itself and its Affiliates (as listed under Schedule 1 of the signature page hereunder) with offices for purposes of this Agreement at 1233 O.G. Skinner Dr., West Point, GA 31833 (Powertel, Inc. and its Affiliates collectively referred to as "Powertel") and shall be deemed effective as of April 9, 2001, (the "Effective Date"). This agreement may refer to either BellSouth or Powertel or both as a "party" or "parties."

WITNESSETH

WHEREAS, Powertel is a telecommunications carrier and 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 Powertel desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to Powertel within its Premises as defined herein, subject to the 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:

Definitions: Defined capitalized terms have the meanings ascribed to them herein. Undefined terms (whether capitalized or not) either (i) have the meanings set forth in the Communications Act of 1934 (as amended), as interpreted by the rules, decisions and orders of the Federal Communications Commission (as so amended and interpreted, the "Act"), or as further defined by the applicable public service commission ("Commission"), or (ii) if not defined in the Act, have their customary meanings based on telecommunications industry parlance.

1. Scope of Agreement

- 1.1 1.1 Scope of Agreement.** The rates, terms, and conditions of this Agreement set forth the Parties' respective rights and obligations applicable to Powertel's applications for, use, occupancy, and termination of occupancy of one or more Collocation Spaces, either as a sole occupant or, at Powertel's option, as a Host within a Premises location, and to BellSouth's preparation, provision, and maintenance of said Collocation Space(s). This Agreement is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party lessor the Parties acknowledge that the lessor may impose additional requirements on the use or occupancy of the Collocation Space which may also affect the interval, in addition to the terms and conditions of this Agreement. In

such case BellSouth and Powertel will attempt to reach agreement on mutually acceptable rates, terms and conditions that are reasonable given the circumstances. Should the Parties be unable to reach such agreement, either Party may request Commission intervention.

- 1.2 **Right to Occupy.** BellSouth shall offer to Powertel collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Agreement, BellSouth hereby leases to and grants Powertel, for the Term hereof, the exclusive right to occupy and (pursuant to Section 3.4, hereof) to sublease, that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Powertel and agreed to by BellSouth (said area referred to herein as "Collocation Space"). BellSouth Premises include premises housing BellSouth end office and access tandem locations ("Central Offices") and other serving wire center locations ("Serving Wire Centers"), collectively ("Premises"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s) or shall be provided pursuant to Attachment A, Remote Site Collocation. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
 - 1.2.1 In all states other than Florida, the size specified by Powertel may contemplate a request for space sufficient to accommodate Powertel's growth within a two-year period.
 - 1.2.2 In the state of Florida, the size specified by Powertel may contemplate a request for space sufficient to accommodate Powertel's growth within an eighteen (18) month period.
- 1.3 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Powertel will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.4 **Use of Space.** Powertel shall use the Collocation Space for the purposes of installing, maintaining and operating Powertel's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for access to unbundled network elements, used in either case for the provision of telecommunications services (including "CMRS" services). Pursuant to Section 5 following, Powertel may, at its option, place Powertel-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.5 **Rates and Charges.** Powertel agrees to pay charges for collocation and other services provided by BellSouth calculated at the rates identified in Exhibit A attached hereto,

provided however, Powertel shall have the right to dispute any charge which it believes to be in error subject to the invoicing and billing dispute resolution provisions set forth in Section 23 herein.

- 1.6 Due Dates. If any due date contained in this Agreement falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 Term of Agreement. The term of this Agreement shall be the same as that set forth in the Term of the Agreement section III, Part A, Term of the Agreement, of that certain Commercial Mobile Radio Service Interconnection Agreement entered into by and between the Parties dated September 23, 2000 as the same may be amended from time to time which section is incorporated herein by reference.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of the obligations hereunder.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Powertel to physically collocate, pursuant to the terms of this Agreement, at any BellSouth Premises, unless BellSouth has determined, subject to Section 1.8 of this Agreement that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
 - 2.1.1 Availability Notification. Unless otherwise specified in this Agreement, BellSouth will respond to an Application within ten (10) calendar days as to whether space is available or not available within the requested Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Powertel of the amount of space that is available and no Application Fee will be billed. When BellSouth's response includes an amount of space less than that requested by Powertel or differently configured, Powertel must resubmit its application as a new application, subject to an Application Fee, to reflect the actual space available prior to submitting a Bona Fide Firm Order.
 - 2.1.2 Availability Notification – FL. BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Powertel of the amount of space that is available. When BellSouth's response includes an amount of space less than that requested by Powertel or differently configured, Powertel must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. No additional Application Fee will be required
 - 2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications,

it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Powertel of the amount of space that is available.

- 2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Powertel of the amount of space that is available.
- 2.2 Reporting. Upon request from Powertel, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
 - 2.2.1 The request from Powertel for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 - 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Powertel and inform Powertel of the time frame under which it can respond.
 - 2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Powertel and inform Powertel of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying Powertel that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Powertel, upon request, to tour the entire Premises at no charge to Powertel within ten (10) calendar days of the date of Powertel's receipt of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the date of said receipt of said Denial of Application.

- 2.3.1 Denial of Application. In Mississippi, after notifying Powertel that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow Powertel, upon request, to tour the entire Premises within ten (10) business days of Powertel's receipt of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the date of said receipt of said Denial of Application.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Powertel to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or letter of intent from Powertel seeking collocation at a Premises ("Letter of Intent"), BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify Powertel when space becomes available according to how much space becomes available and the position of Powertel (vis-à-vis other telecommunications carriers) on said waiting list. Powertel must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that Powertel wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Powertel does not submit such an Application or notify BellSouth in writing that Powertel wishes to maintain its position on the waiting list as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Powertel from the waiting list. Upon request, BellSouth will advise Powertel as to its position on the list.
- 2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

- 2.6 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 **Regulatory Agency Procedures.** Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Powertel that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 2.8 Upon written request of either Party, the Parties agree to promptly amend this Agreement to comply with any effective legislative, regulatory, judicial or other applicable change of law pertaining to this Agreement.

3. Collocation Options

- 3.1 **Cageless.** BellSouth shall allow Powertel to collocate Powertel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Powertel to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Powertel's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Powertel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.
- 3.2 **Cages.** BellSouth shall construct enclosures for Powertel's collocated equipment and facilities at the rates set forth in Exhibit "A" in compliance with Powertel's collocation request. At Powertel's request, BellSouth shall permit Powertel to subcontract the construction of physical collocation arrangements to a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.3 When Powertel subcontracts the construction, Powertel must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Powertel's sole expense pursuant to a separately negotiated

agreement between Powertel and the BellSouth Certified Contractor. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Powertel and Powertel's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Powertel's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Powertel and provide, at Powertel's expense, the documentation, including architectural drawings, necessary for Powertel to obtain the zoning, permits and/or other licenses. The BellSouth Certified Contractor shall bill Powertel directly for all work performed for Powertel pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Powertel must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Powertel's locked enclosure prior to notifying Powertel.

- 3.3.1 BellSouth may elect to review Powertel's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. Powertel shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews Powertel's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Powertel's plans and specifications prior to construction, Powertel will be entitled to request BellSouth to review; and in the event Powertel does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Powertel to remove or correct within seven (7) calendar days at Powertel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.4 Shared (Subleased) Caged Collocation. Powertel may allow other telecommunications carriers to share Powertel's caged collocation arrangement pursuant to terms and conditions agreed to by Powertel ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Powertel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Powertel that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Agreement between BellSouth and Powertel.

- 3.4.1 Powertel, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Powertel shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.4.2 Powertel shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Powertel's Guests in the Collocation Space except to the extent caused by BellSouth's negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or demonstrably planned structures or facilities on the Premises property and where permitted by zoning and other applicable federal, state and local regulations. The Adjacent Arrangement shall be constructed or procured by Powertel and in conformance with BellSouth's design and construction specifications. Further, Powertel shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should Powertel elect such option, Powertel must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Powertel and Powertel's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Powertel's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Powertel's BellSouth Certified Contractor shall bill Powertel directly for all work performed for Powertel pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Powertel must provide the local BellSouth building contact with two cards, keys or

other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Powertel's locked enclosure prior to notifying Powertel.

- 3.5.2 Powertel must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Powertel's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews Powertel's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Powertel's plans and specifications prior to construction, Powertel will be entitled to request BellSouth to review; and in the event Powertel does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Powertel to remove or correct within seven (7) calendar days at Powertel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 Powertel shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Powertel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Powertel's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Powertel's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Powertel in writing that the Collocation Space is ready for occupancy. Powertel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Powertel's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Agreement, Termination of Occupancy may occur in the following circumstances:

4.3.1 Powertel may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

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

5. Use of Collocation Space

5.1 Equipment Type. BellSouth hereby permits Powertel to collocate any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 safety requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Powertel's failure to comply with this section.

5.1.2 Powertel shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the

transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Powertel submits an application for terminations that exceed the total capacity of the collocated equipment, Powertel will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 Powertel shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 Powertel shall place a plaque or other identification affixed to Powertel's equipment necessary to identify Powertel's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Powertel may elect to place Powertel-owned or Powertel-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Powertel will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Powertel will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Powertel's equipment in the Collocation Space. In the event Powertel utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Powertel must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Powertel is responsible for maintenance of the entrance facilities. At Powertel's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide Powertel 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 Powertel's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.2.2 Shared Use. Powertel may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to another Powertel collocation arrangement within the same BellSouth Premises. Powertel must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Powertel-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Powertel's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Powertel shall be responsible for providing, and a supplier certified by BellSouth ("Powertel's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Powertel or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Powertel's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Powertel must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.3.1 Powertel's Equipment and Facilities. Powertel, or if required by this Agreement, Powertel's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Powertel which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Powertel and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.4 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Powertel at least 48 hours before access to the Collocation Space is required. Powertel may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Powertel will not bear any of the expense associated with this work. The Indemnity/Limitations of Liability provisions of Section 16 hereof shall apply to this Section 5.4.
- 5.5 Access. Pursuant to Section 11, Powertel shall have unescorted access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Powertel agrees to provide the name and social security number or date of birth or driver's

license number of each employee, contractor, or agents of Powertel or Powertel's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Powertel and returned to BellSouth Access Management within 15 calendar days of Powertel's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Powertel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Powertel employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Powertel or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

- 5.5.1 BellSouth will permit one accompanied site visit to Powertel's designated collocation arrangement location after receipt of the Bona Fide Firm Order, within a reasonable time upon Powertel's request, without charge to Powertel.
- 5.5.2 Thereafter, Powertel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises no later than 30 calendar days prior to the date Powertel desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Powertel may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Powertel desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit Powertel to access the Collocation Space, accompanied by a security escort, the use of which will be charged to Powertel at the rates set forth in Exhibit A. Powertel must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.6 Lost or Stolen Access Keys. Powertel shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Powertel shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Agreement, Powertel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) knowingly invades the privacy of any person, or knowingly violates the privacy laws applicable to any communications traffic, to the extent such invasion or violation arises from the use of Powertel's equipment or facilities or Powertel's use of any such product or service; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Powertel violates the provisions of this paragraph, BellSouth shall give written notice to Powertel,

which notice shall direct Powertel to cure the violation within forty-eight (48) hours of Powertel's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Powertel fails to take curative action within said 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Powertel's equipment. BellSouth will endeavor, but is not required, to provide notice to Powertel prior to taking such action and shall have no liability to Powertel for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Powertel fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Powertel or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Powertel shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Facilities and equipment placed by Powertel in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Powertel at any time. Any damage caused to the Collocation Space by Powertel's employees, agents or representatives during the removal of such property shall be promptly repaired by Powertel at its expense.
- 5.9 Alterations. In no case shall Powertel or any person acting on behalf of Powertel make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written

consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Powertel. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to subsection 6.2.2.

- 5.10 Janitorial Service. Powertel shall be responsible for the general upkeep of the Collocation Space. Powertel shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Powertel that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.1.1 All Applications, Firm Orders, confirmations and related documents transmitted or sent by the parties to one another must be in writing and delivered by mail or electronically to the parties respective mailing or e-mail addresses.
- 6.2 Application for Space. Powertel shall submit an application document when Powertel or Powertel's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For Powertel or Powertel's Guest(s) initial equipment placement, Powertel shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Powertel's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event Powertel or Powertel's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order has been submitted to BellSouth, Powertel shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Powertel in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by

Powertel for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Powertel. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Powertel within 30 calendar days following Powertel's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Powertel a reasonable opportunity to correct each deficiency. Upon Powertel's correction of any deficiencies in its Application and resubmission of a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application, Powertel will retain its place in the collocation queue. If Powertel fails to resubmit its Application as Bona Fide within this ten (10) day period, Powertel will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be

negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of an Application, BellSouth will respond as to whether the Application is Bona Fide and as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Powertel to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Powertel submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.5 Application Response (Louisiana) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not

available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Applications it is increased by five calendar days for every five Applications received within five business days.

- 6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Powertel or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Powertel a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require Powertel to submit the Application with an Application Fee.
- 6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Powertel or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Powertel's Bona Fide Application as a result of changes requested by Powertel to Powertel's original application, then BellSouth will charge Powertel a

Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Powertel to resubmit the Application with an Application Fee.

- 6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Powertel or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Powertel's Bona Fide Application as a result of changes requested by Powertel to Powertel's original Application, then BellSouth will charge Powertel a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Powertel to resubmit the Application with an Application Fee.
- 6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Powertel or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Powertel's Bona Fide Application as a result of changes requested by Powertel to CLEC's original Application, then BellSouth will charge Powertel a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Powertel to resubmit the Application with an Application Fee.
- 6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Powertel or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate Powertel's Bona Fide Application as a result of changes requested by Powertel to CLEC's original Application, then BellSouth will charge Powertel a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Powertel to resubmit the Application with an Application Fee.
- 6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at

the request of Powertel or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate Powertel's Bona Fide Application as a result of changes requested by Powertel to CLEC's original application, then BellSouth will charge Powertel a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Powertel to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, Powertel shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Powertel has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after Powertel's receipt of BellSouth's Application Response to Powertel's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case Powertel must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If Powertel fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If Powertel fails to submit a Bona Fide Firm Order within fifteen (15) days of its receipt of an Application Response, the Application will expire.

6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Powertel shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Powertel has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's transmission of the Application Response to Powertel's Bona Fide Application (subject to BellSouth's documentation, upon request, that such transmission was in fact sent to Powertel) or the Application will expire.

6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). Powertel shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical

Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Powertel has completed the Application Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's transmission to the Application Response to Powertel's Bona Fide Application or the Application will expire.

- 6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Powertel's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.6 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Powertel or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
 - 6.6.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Powertel cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
 - 6.6.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions

or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Powertel or seek a waiver from this interval from the Commission.

- 6.6.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
- 6.6.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
- 6.6.5 Construction and Provisioning Interval (Kentucky). 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 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions

are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a 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; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.6.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order.
- 6.7 Joint Planning. Joint planning between BellSouth and Powertel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Powertel during joint planning.
- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. After BellSouth has notified Powertel that space is ready for occupancy pursuant to Section 4.2, Powertel will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by Powertel. BellSouth will correct any deviations to Powertel's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.10 Use of BellSouth Certified Supplier. Powertel shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Powertel and Powertel's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Powertel must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Powertel with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Powertel'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 Powertel upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill

Powertel directly for all work performed for Powertel pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Powertel or any supplier proposed by Powertel. All work performed by or for Powertel shall conform to generally accepted industry guidelines and standards.

- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Powertel shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Powertel's Collocation Space. Upon request, BellSouth will provide Powertel with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Powertel. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of Powertel, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Powertel may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Powertel, such information will be provided to Powertel in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Powertel within 180 calendar days of BellSouth's written denial of Powertel's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Powertel was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Powertel may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Powertel must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.14 Cancellation. If, at anytime prior to space acceptance, Powertel cancels its order for the Collocation Space(s), Powertel will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. Powertel will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.15 Licenses. Powertel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all

rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

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

- 7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Powertel shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Powertel first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Powertel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Powertel as prescribed in Section 7.6.

- 7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Powertel shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Powertel first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Powertel opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Powertel as prescribed in Section 7.6.

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

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

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Powertel on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Powertel first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Powertel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Powertel as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Powertel shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Powertel shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Powertel's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Powertel shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Powertel first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power for Powertel's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Powertel's option within the Premises.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused

ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Powertel's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Powertel's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Powertel's BellSouth Certified power Supplier. Powertel is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Powertel's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Powertel must provide BellSouth a copy of the engineering power specification prior to the day on which Powertel's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Powertel's arrangement area. Powertel shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Powertel's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Powertel shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 Powertel shall have the right but not the obligation to install its own dedicated power plant subject to BellSouth's consent; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Such consent shall not be unreasonably withheld. Where the addition of Powertel's dedicated power plant results in construction of a new power plant room, upon termination of Powertel's right to occupy collocation space at such site, Powertel shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If Powertel elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Powertel's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Powertel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Powertel's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Powertel's option, Powertel may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.9 Security Escort. Prior to Powertel's completing BellSouth's Security Training requirements, a security escort will be required whenever Powertel or its approved

agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Powertel shall pay for such half-hour charges in the event Powertel fails to show up.

- 7.10 Cable Record Charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Powertel shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Powertel. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences. This agreement shall not survive the expiration or term of this Agreement.
- 7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Subject to Section 1.5, payment of all charges under this Agreement shall be due thirty (30) calendar days after receipt of the bill (payment due date). Powertel will pay a late payment charge of the lessor of one and one-half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date; provided, however, BellSouth may assess late payment charges on any unpaid disputed charges only in accordance with Section 23.2.3.4 (billing disputes) hereof.

8. Insurance

- 8.1 Powertel shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

- 8.2 Powertel shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Powertel's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Powertel may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Powertel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by Powertel shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all Powertel's property has been removed from BellSouth's Premises, whichever period is longer. If Powertel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Powertel.
- 8.5 Powertel shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Powertel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Powertel's insurance company. Powertel shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

- 8.6 Powertel must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If Powertel's net worth exceeds five hundred million dollars (\$500,000,000). Powertel may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. Powertel shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Powertel in the event that self-insurance status is not granted to Powertel. If BellSouth approves Powertel for self-insurance, Powertel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Powertel's corporate officers. The ability to self-insure shall continue so long as the Powertel meets all of the requirements of this Section. If the Powertel subsequently no longer satisfies this Section, Powertel is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Powertel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

9. Mechanics Liens

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

10. Inspections

- 10.1 BellSouth may conduct an inspection of Powertel's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Powertel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Powertel adds

equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Powertel with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1** BellSouth represents, warrants and covenants that, as of the Effective Date: (i) the security and safety requirements set forth in this section 11 are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors; and (ii) at all times throughout the term, BellSouth's actions shall not violate any employment laws. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Powertel will be permitted in the BellSouth Premises. Powertel shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Powertel name. BellSouth reserves the right to remove from its premises any employee of Powertel not possessing identification issued by Powertel or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. To the extent BellSouth has effected such removal lawfully, Powertel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Powertel shall be solely responsible for ensuring that any Guest of Powertel is in compliance with all subsections of this Section 11. Each Party shall indemnify, defend, and hold harmless the other pursuant to Section 16 of this Agreement against any claims, actions, judgements, damages, and expenses resulting from the indemnifying Party's breach of this Section 11.1.
- 11.1.1** Powertel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Powertel employee being considered for work on the BellSouth Premises, for the states/counties where the Powertel employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Powertel shall not be required to perform this investigation if an affiliated company of Powertel has performed an investigation of the Powertel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Powertel has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Powertel employee seeking access, for the states/counties where the Powertel employee has worked and lived for the past five years.
- 11.1.2** Powertel will cause their personnel assigned to the BellSouth Premises to comply with the Security Training Procedures either provided by BellSouth, or meeting criteria defined by BellSouth.

- 11.1.3 Powertel shall not knowingly assign to the BellSouth Premises any personnel with records of felony criminal convictions disclosed as a result of the investigation pursuant to Section 11.1.1. Powertel shall not knowingly assign to the BellSouth Premises any personnel with records of misdemeanor convictions disclosed as a result of the investigation pursuant to Section 11.1.1. Powertel, without advising BellSouth of the nature and gravity of the offense(s). Provided however, this Section 11.1.3 does not apply to misdemeanor traffic violations or to convictions reversed on appeal (collectively, "Minor Offenses"); and provided, further, Powertel has no obligation in connection with this Section 11.1.3 to undertake any investigation or inquiry of said personnel beyond that set forth in Section 11.1.1. Powertel. BellSouth reserves the right, subject to, however, and except as otherwise provided in Section 11.1 to refuse building access to any Powertel personnel who have been identified to have felony or misdemeanor criminal convictions (other than Minor Offenses). Notwithstanding the foregoing, in the event that Powertel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Powertel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than Minor Offenses).
- 11.1.4 Powertel shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth Powertel is aware was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 Powertel shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises Powertel is aware was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each Powertel employee requiring access to a BellSouth Premises pursuant to this Agreement, Powertel shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that (i) Powertel is not aware of any felony or misdemeanor convictions (other than Minor Offenses) which would have become apparent as a result of Powertel's customary personnel screening procedures; and (ii) that said employee has been advised of and instructed to comply with the Security Procedures. were found and certifying that the security training was completed by the employee. If the employee's criminal history includes Minor Offenses, Powertel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Powertel may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of Minor Offenses other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, subject to, however, and except as otherwise provided in Section 11.1, Powertel shall promptly remove from BellSouth's Premises any employee of Powertel BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth pursuant to Section 11.2 or, 2) prior to the initiation of an investigation in the event that an employee of Powertel is

found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation of the incident shall promptly be commenced by BellSouth.

- 11.2 Notification to BellSouth. BellSouth reserves the right, subject to, however, and except as otherwise provided in Section 11.1 to interview Powertel's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Powertel's Security contact of such interview. Powertel and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Powertel's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Powertel for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Powertel's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Powertel for BellSouth property which is stolen or damaged where an investigation conclusively determines the culpability of Powertel's employees, agents, or contractors and where Powertel agrees, in good faith, with the results of such investigation. Powertel shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, any employee found to have violated the security and safety requirements of this section. Each Party shall hold the other harmless for any damages resulting from removal of the other Party's personnel from BellSouth premises.
- 11.3 Use of Supplies. Use by either Party of telecommunications equipment or supplies not authorized for use by the using Party whether or not used routinely to provide telephone service (e.g. plug-in cards,) is strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the using Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. **Destruction of Collocation Space**

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

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Powertel shall each have the right to terminate this Agreement with respect to such Collocation Space or Adjacent Arrangement and declare the same null

and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

Powertel 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.

15. Notices

- 15.1 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 Powertel 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:
600 N. 19th Street
9th Floor
Birmingham, AL 35240
ATTN: CLEC Acct. Team

To Powertel:
1233 O.G. Skinner Drive
West Point, Georgia 31833
ATTN: Jill F. Dorsey, Esq.

with copies to:

Mr. Gowton Achibar
Powertel, Inc.
1233 O.G. Skinner Drive
West Point, Georgia 31833

and

Walt Sapronov, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346

- 15.2 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.

16. Indemnity/Limitations of Liability

- 16.1 Powertel shall be liable for any damage to property, equipment or facilities or injury to any person proximately caused by the activities of Powertel, its agents or employees under this Agreement. Powertel 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 Powertel, its agents or employees.
- 16.2 BellSouth shall not be liable to Powertel for any interruption of Powertel's service or for interference with the operation of Powertel's communications facilities, except to the extent caused by BellSouth's gross negligence or willful misconduct.
- 16.3 Except as otherwise provided in this Agreement, (i) under no circumstance shall either Party be responsible or liable to the other or the other's customers for indirect, incidental, consequential, reliance or special damages, (including, but not limited to, damages for economic loss or lost business or profits, harm to business, damages arising from the use of the Collocation Space or performance of equipment or software, or from the loss of use of software or equipment, or accessories attached thereto, or from delay, error, or loss of data) regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation negligence of any kind, whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result; and (ii) Powertel agrees to indemnify, defend and hold harmless BellSouth from and against any and all indirect, incidental, consequential, reliance or special damages, or damages resulting from any interruption of the service associated with the Collocation Space or interference with the operation of Powertel's communications facilities, suffered by Powertel or its customers.
- 16.4 Nothing contained in this Section 16 shall require a Party to indemnify or hold harmless the other Party for or against claims, damages, expenses or any other costs resulting from the other Party's gross negligence or willful misconduct or, to the extent such indemnification or hold harmless would be contrary to public policy, void or unenforceable, the other Party's sole negligence.
- 16.5 Powertel shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Powertel did not introduce so long as the actions of Powertel do not cause or substantially contribute to the release of any Environmental Hazard. BellSouth shall, at Powertel's request, indemnify, defend, and hold harmless Powertel from and against any and all Claims that arise out of or from (i) any Environmental Hazard that BellSouth, its contractors or its agents introduce; or (ii) the presence or release of any Environmental Hazard for which BellSouth is responsible under applicable law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by Powertel's actions. For purposes of this Section 16, "Environmental Hazard" is defined as (i) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of hazardous material that has occurred on premises or property that is

related to the performance of this Agreement and that is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing; or (ii) any event involving, or exposure to, hazardous materials which poses risks to human health, safety or the environment (including, without limitation indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in subsection (i) above.

- 16.5.1 BellSouth shall in no event be liable to Powertel for any costs whatsoever resulting from the presence or release of any Environmental Hazard that BellSouth did not introduce so long as the actions of BellSouth do not cause or substantially contribute to the release of any Environmental Hazard. Powertel shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth from and against any Claims that arise out of or from (i) any Environmental Hazard that Powertel, its respective contractors or agents introduce; or (ii) the presence or release of any Environmental Hazard for which Powertel is responsible under applicable law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

- 16.6 Conditions to Indemnification. As a condition to either Party's ("Indemnifying Party") obligations to indemnify, defend or hold the other Party (the "Indemnified Party") harmless under this Agreement, (i) the Indemnified Party must give the Indemnifying Party prompt written notice of any actual or threatened losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and reasonable attorney's fees for which indemnification is claimed under this Agreement (all of the foregoing collectively referred to in this Agreement as "Claim(s)"); (ii) the Indemnified Party, promptly upon the request of the Indemnifying Party, must reasonably cooperate in the defense, settlement or compromise of any Claim(s); and (iii) the Indemnifying Party shall have control over the defense against the Claim(s) and over the terms of any proposed settlement or compromise thereof that does not impose upon the Indemnified Party any affirmative obligation other than the payment of money against which the Indemnified Party is indemnified; provided, however, the Indemnified Party, at the Indemnifying Party's expense, may participate in such defense or settlement through counsel of its own choosing if the Indemnified Party reasonably concludes that the defense of such claim is not being pursued diligently; and provided further, that if the Indemnified Party rejects any reasonable compromise or settlement ("Settlement Proposal"), it may take over the defense, settlement or compromise of that Claim upon written notice to the Indemnifying Party, and, upon its receipt of said notice, the Indemnifying Party's obligations to defend the Indemnified Party will be automatically excused under this Agreement with respect to that Claim (but not with

respect to any other Claim) and the Indemnifying Party's indemnification and hold harmless obligations for that Claim (but not with respect to any other Claim) will be excused to the extent it exceeds the reasonable Settlement Proposal. In the event the Parties do not agree on the reasonableness of the Indemnified Party's conclusion that the defense of such claim is not being pursued diligently, the Indemnifying Party may request that the issue of whether the defense was being pursued diligently, and only that issue, be resolved through binding arbitration. Such a request will be made in writing to the Indemnified Party and shall be controlled by the rules and procedures of the CPR Institute for Dispute Resolution.

17. Publicity

- 17.1 Powertel 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 Powertel further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. Force Majeure

- 18.1 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 (collectively, "force majeure events"). Each Party shall exercise its best efforts to mitigate the damage, duration or other adverse effects of any force majeure event. Any provision of this Agreement notwithstanding, Powertel has no obligation or other liability to pay for collocation space destroyed, damaged or otherwise rendered unusable through no fault of Powertel.

19. Assignment

- 19.1 Powertel acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Powertel. This Agreement is not assignable by either party without the prior written consent of the other party not to be unreasonably withheld, 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.

20. No Implied Waiver

- 20.1 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.

21. Governing Law

- 21.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

22. Compliance with Laws

- 22.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

23. Resolution of Disputes

- 23.1 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.

23.2 Billing Disputes

23.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

23.2.2 BellSouth reserves the right upon thirty (30) days written notice to Powertel to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute, which has been resolved in BellSouth's favor under Section 23.2.3.1. For purposes of this Section 23.2, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Powertel and supported by written documentation from Powertel, which clearly shows the basis for Powertel's dispute of the charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of

a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Powertel until the dispute is resolved. Claims by Powertel for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 23.2.2. Once the Bona Fide Dispute is processed in accordance with Section 23.2.3.1, Powertel will make immediate payment on any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal collection procedures, including termination or suspension for nonpayment; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to Powertel, pursuant to the Bona Fide Dispute, will be applied to Powertel's account by BellSouth immediately upon resolution of the dispute. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either party in connection with the dispute and either Party may seek relief from the Commission at any time pertaining thereto. After the process described in 23.2.3.1 and 23.2.3.4, if Powertel continues to refuse to pay an amount resolved by said process in BellSouth's favor, BellSouth would have the right to terminate the service. Powertel would also have the right to go to the Commission at that point.

23.2.3 Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame as specified in Section 23.2.1, the following resolution procedure will begin:

23.2.3.1 If the Bona Fide Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. If the Bona Fide Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

23.2.3.2 If the Bona Fide Dispute is not resolved within one hundred and fifty (150) days of the Bill Date, either Party, in addition to all other remedies, may petition the Commission for relief and review of the Bona Fide Dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

23.2.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the Party in whose favor

the Bona Fide Dispute is resolved. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

24. Section Headings

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

25. Authority; Joint and Several Liability

- 25.1 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. Powertel, Inc. and each of its Affiliates set forth in Schedule 1 hereto are jointly and severally liable for Powertel's obligations under this Agreement.

26. Review of Agreement

- 26.1 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 Powertel and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

27. Filing of Agreement

- 27.1 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 Powertel.
- 27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Powertel prior to filing of the Agreement in the State of Louisiana, should Powertel wish to do so in the future.

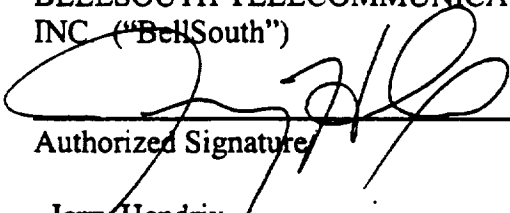
28. Entire Agreement

- 28.1 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 Powertel 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 caused this Agreement to be executed 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. ("BellSouth")

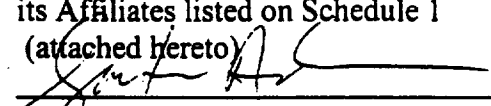

Authorized Signature

Jerry Hendrix
Print or Type Name

Executive Director
Title

4/9/01
Date

Powertel, Inc. (on behalf of itself and
its Affiliates listed on Schedule 1
(attached hereto))


Authorized Signature

Gowton Acinabar
Print or Type Name

VP Engineering
Title

4/12/01
Date

SCHEDULE 1

LIST OF AFFILIATES

EWV Holding Company, Inc., together with its subsidiaries Eliska Wireless Ventures I, Inc. and
Eliska Wireless Ventures License Subsidiary I, LLC

Powertel/Atlanta, Inc.

Powertel/Birmingham, Inc.

Powertel/Jacksonville, Inc.

Powertel/Memphis, Inc.

Powertel/Kentucky, Inc.

**EXHIBIT A: BELLSOUTH/PowerTel RATES – ALABAMA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.24	\$1,211.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.01	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$102.16	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$9.00	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.63	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.26	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.89	-
	277 AC Power three phase*	Per breaker amp	\$38.99	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$.31	\$33.68/\$31.79
PE1P1	4-wire		\$.62	\$33.63/\$31.67
PE1P3	DS-1		\$1.28	\$52.93/\$39.87
PE1F2	DS-3		\$16.27	\$51.99/\$38.59
PE1F4	2-fiber		\$3.23	\$52.00/\$38.60
	4-fiber		\$5.73	\$64.54/\$51.14

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

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

Note(s):

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

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

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

**EXHIBIT A: BELLSOUTH/PowerTel RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing	Per sq. ft.	\$2.58	\$1,211.00
PE1SL	Central Office Modifications	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless			
	Common Systems Modifications – Caged	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	NA
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	-
PE1FE	240V AC Power single phase	Per breaker amp	\$11.28	-
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	-
	277 AC Power three phase	Per breaker amp	\$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	\$0.74	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.48	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$89.48	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$.06	\$56.03
PE1AR	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records ²			Note 3 initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.86/\$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
PE1BQ	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	\$10.89
PE1OQ	Overtime		NA	\$13.64
PE1PQ	Premium Time		NA	\$16.40

Note(s):

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

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

**EXHIBIT A: BELLSOUTH/Powertel RATES – GEORGIA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$187.36	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.27	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.31	First/Add'l \$33.76/\$31.86
PE1P4	4-wire		\$0.61	\$33.77/\$31.80
PE1P1	DS-1		\$1.13	\$53.05/\$39.99
PE1P3	DS-3		\$14.43	\$52.14/\$38.71
PE1F2	2-fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31

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

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

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

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

**EXHIBIT A: BELLSOUTH/PowerTel RATES – KENTUCKY
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.38	\$1,202.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.30	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$112.11	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$8.77	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.58	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.16	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.74	-
	277 AC Power three phase*	Per breaker amp	\$38.65	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.037	\$33.67/\$31.78
PE1P1	4-wire		\$0.075	\$33.66/\$31.70
PE1P3	DS-1		\$1.51	\$52.97/\$39.90
PE1F2	DS-3		\$19.15	\$52.04/\$38.62
PE1F4	2-fiber		\$3.80	\$52.04/\$38.63
	4-fiber		\$6.75	\$64.59/\$51.18

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

Note(s):

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

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

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

**EXHIBIT A: BELLSOUTH/Powertel RATES – LOUISIANA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.60	\$1,200.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.15	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$105.87	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$9.20	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.66	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.34	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$17.00	-
	277 AC Power three phase*	Per breaker amp	\$39.26	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.036	\$33.61/\$31.76
PE1P1	4-wire		\$0.073	\$33.53/\$31.58
PE1P3	DS-1		\$1.20	\$52.80/\$39.76
	DS-3		\$15.26	\$51.86/\$38.49

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

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

Note(s):

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

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

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

**EXHIBIT A: BELLSOUTH/Powertel RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

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

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

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		\$1.30	\$52.73/\$39.70
PE1P3	DS-3		\$16.55	\$51.78/\$38.43
PE1F2	2-fiber		\$3.28	\$51.78/\$38.43
PE1F4	4-fiber		\$5.83	\$64.27/\$50.91
PE1AX	Security Access System Security System*	Per premises	\$85.54	
PE1A1	New Access Card Activation*	Per card	\$.061	\$55.50
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.28/\$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.42/\$8.42
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.58/\$278.58

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

Note(s):

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

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

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

**EXHIBIT A: BELL SOUTH/PowerTel RATES – NORTH CAROLINA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	–48V DC Power*	Per amp	\$6.65	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.51	-
	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$2.94	\$51.97/\$38.59
	4-fiber		\$5.62	\$64.53/\$51.15

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

EXHIBIT A: BELLSOUTH/Powertel RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

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

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

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

**EXHIBIT A: BELLSOUTH/PowerTel RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ	Space Preparation Fees			\$1,204.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.75	
PE1SL	Central Office Modifications*	Per sq. ft.	\$3.24	
PE1SM	Common Systems Modifications – Cageless*	Per cage	\$110.17	
	Common Systems Modifications – Caged*			
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL	Power	Per amp	\$9.19	NA
PE1FB	-48V DC Power*	Per breaker amp	\$5.67	-
PE1FD	120V AC Power single phase*	Per breaker amp	\$11.36	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$17.03	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$39.33	-
	277 AC Power three phase*			
PE1P2	Cross Connects	Per cross connect	\$0.034	First/Add'l \$33.75/\$31.86
PE1P4	2-wire		\$0.068	\$33.71/\$31.75
PE1P1	4-wire		\$1.12	\$53.05/\$39.96
PE1P3	DS-1		\$14.21	\$52.11/\$38.68
PE1F2	DS-3		\$2.82	\$52.11/\$38.69
PE1F4	2-fiber		\$5.01	\$64.69/\$51.26
	4-fiber			

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

**EXHIBIT A: BELLSOUTH/Powertel RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

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

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

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

**EXHIBIT A: BELLSOUTH/PowerTel RATES – TENNESSEE
PHYSICAL COLLOCATION**

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ	Space Preparation Fees			\$1,204.00
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.74	
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.95	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$100.14	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL	Power			NA
PE1FB	-48V DC Power*	Per amp	\$8.87	-
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.60	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.22	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.82	-
	277 AC Power three phase*	Per breaker amp	\$38.84	-
PE1P2	Cross Connects	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.033	\$33.82/\$31.92
PE1P1	4-wire		\$0.066	\$33.94/\$31.95
PE1P3	DS-1		\$1.51	\$53.27/\$40.16
PE1F2	DS-3		\$19.26	\$52.37/\$38.89
PE1F4	2-fiber		\$3.82	\$52.37/\$38.89
	4-fiber		\$6.79	\$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$55.99	
	Security System			
PE1A1	New Access Card Activation	Per card	\$.059	\$55.67
PE1AA	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

Note(s):

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

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

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

EXHIBIT B

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Powertel 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 Powertel 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. Powertel should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Powertel 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. Powertel 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 Powertel space with proper notification. BellSouth reserves the right to stop any Powertel 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 Powertel are owned by Powertel. Powertel 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 Powertel or different hazardous materials used by Powertel at BellSouth Facility. Powertel 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 Powertel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Powertel 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 Powertel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Powertel 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 Powertel 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, Powertel 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. Powertel further agrees to cooperate with BellSouth to ensure that Powertel'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 Powertel, its employees, agents and/or subcontractors.

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

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and regulations	• Std T&C 450 • Fact Sheet Series 17000

tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	• Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions