

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Texas Hometel owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities

- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.4 Fiber Meet. Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Texas Hometel elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Texas Hometel and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Texas Hometel's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Texas Hometel Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.4.3 Upon verbal request by Texas Hometel, BellSouth shall allow Texas Hometel access to the fusion splice point for the Fiber Meet point for maintenance purposes on Texas Hometel's side of the Fiber Meet point.
- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Texas Hometel shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Texas Hometel shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Texas Hometel's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Texas Hometel desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Texas Hometel has established interconnection trunk groups, Texas Hometel shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Texas Hometel shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Texas Hometel has homed (i.e. assigned) its NPA/NXXs. Texas Hometel shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Texas Hometel shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Texas Hometel's NXX access tandem homing arrangement as specified by Texas Hometel in the LERG.

- 4.4 Any Texas Hometel interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Texas Hometel from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Texas Hometel to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Texas Hometel are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Texas Hometel shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Texas Hometel is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Texas Hometel's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Texas Hometel shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in

accordance with Section 5.7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff if service is requested.

- 4.10.1 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 Basic Architecture. In the basic architecture, Texas Hometel's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Texas Hometel and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel desires to exchange traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Texas Hometel. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Texas Hometel-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Texas Hometel End-Users. A two-way trunk group provides Intratandem Access for Texas Hometel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel exchanges traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to

Texas Homotel. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Texas Homotel and BellSouth. In addition, a separate two-way transit trunk group must be established for Texas Homotel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Texas Homotel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Homotel exchanges traffic. This trunk group also carries Texas Homotel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Texas Homotel. However, where Texas Homotel is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Texas Homotel's Transit Traffic are exchanged on a single two-way trunk group between Texas Homotel and BellSouth to provide Intratandem Access to Texas Homotel. This trunk group carries Transit Traffic between Texas Homotel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Homotel desires to exchange traffic. This trunk group also carries Texas Homotel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Texas Homotel. However, where Texas Homotel is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection. Where Texas Homotel does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Texas Homotel must utilize BellSouth's multiple tandem access interconnection

(MTA). To utilize MTA Texas Homotel must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as required. BellSouth will route Texas Homotel's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Texas Homotel must also establish an interconnection trunk group(s) at all BellSouth access tandems where Texas Homotel NXXs are homed as described in Section 4.2.1 above. If Texas Homotel does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Texas Homotel can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Texas Homotel's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Texas Homotel does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.10.1.5.1 Texas Homotel may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Texas Homotel will be delivered to and from IXCs based on Texas Homotel's NXX access tandem homing arrangement as specified by Texas Homotel in the LERG.
- 4.10.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.3 To the extent Texas Homotel does not purchase MTA in a LATA served by multiple access tandems, Texas Homotel must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Texas Homotel routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Texas Homotel shall pay BellSouth the associated MTA charges.
- 4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows Texas Homotel to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Texas Homotel-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.1 When a specified local calling area is served by more than one BellSouth local tandem, Texas Homotel must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Texas Homotel may choose to establish an interconnection trunk

group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Texas Hometel may deliver Local Traffic and ISP-Bound Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Texas Hometel does not choose to establish an interconnection trunk group(s). It is Texas Hometel’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Texas Hometel’s codes. Likewise, Texas Hometel shall obtain its routing information from the LERG.

- 4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Texas Hometel must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Texas Hometel has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff).
- 4.10.2.3 BellSouth’s provisioning of Local Tandem Interconnection assumes that Texas Hometel has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
 - 4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
 - 4.10.3.1.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Texas Hometel and BellSouth.
 - 4.10.3.1.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Texas Hometel’s switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between

such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.1.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Texas Hometel to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems. Texas Hometel shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

4.10.4.1 Toll Free Traffic. If Texas Hometel chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Texas Hometel originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.1 Texas Hometel may choose to perform its own Toll Free database queries from its switch. In such cases, Texas Hometel will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Texas Hometel will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Texas Hometel will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Texas Hometel shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Texas Hometel will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Texas Hometel's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which Texas Hometel performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Texas Hometel chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Texas Hometel switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6. FORECASTING FOR TRUNK PROVISIONING

- 6.1 Within six (6) months after execution of this Agreement, Texas Hometel shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Texas Hometel's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Texas Hometel-to-BellSouth one-way trunks (Texas Hometel Trunks), BellSouth-to-Texas Hometel one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911,

etc.), A location/Z location (CLLI codes for Texas Hometel location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 6.2 Once initial interconnection trunk forecasts have been developed, Texas Hometel shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Texas Hometel shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization. For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Texas Hometel shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Texas Hometel shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.1 BellSouth's CISC will notify Texas Hometel of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Texas Hometel interface. Texas Hometel will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Texas Hometel expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Texas Hometel to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached,

BellSouth will issue disconnect orders to Texas Homotel. The due date of these orders will be four weeks after Texas Homotel was first notified in writing of the underutilization of the trunk groups.

- 6.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.3 For the two-way trunk groups, BellSouth and Texas Homotel shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Texas Homotel shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.3.1 BellSouth's CISC will notify Texas Homotel of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Texas Homotel interface. Texas Homotel will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Texas Homotel expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Texas Homotel to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Texas Homotel will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Texas Homotel was first notified in writing of the underutilization of the trunk groups.
- 6.4.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7. LOCAL DIALING PARITY

- 7.1 BellSouth and Texas Homotel shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity

shall be provided for all originating telecommunications services that require dialing to route a call.

8. INTERCONNECTION COMPENSATION

8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set

forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7 If Texas Hometel assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Texas Hometel End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Texas Hometel customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Texas Hometel agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Texas Hometel at BellSouth's switched access tariff rates.
- 8.2 If Texas Hometel does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Texas Hometel NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Texas Hometel can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
- 8.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
- 8.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting

shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 8.3.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Texas Hometel. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide as it is amended from time to time.
- 8.3.4 Notwithstanding the provisions in Section 8.3.1, 8.3.2, and 8.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.
- 8.3.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Texas Hometel shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 8.4 Compensation for 8XX Traffic. When a Texas Hometel End User places an 8XX call, BellSouth will charge the originating switched access and data query charges

as set forth in the applicable BellSouth Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number. Texas Hometel will be responsible for any applicable Common Channel Signaling (SS7).

- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Texas Hometel requires interconnection from Texas Hometel to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Texas Hometel shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Texas Hometel desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
 - 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
 - 8.5.2 If a BellSouth End User chooses Texas Hometel as their presubscribed interexchange carrier, or if a BellSouth End User uses Texas Hometel as an interexchange carrier on a 101XXXX basis, BellSouth will charge Texas Hometel the appropriate BellSouth tariff charges for originating switched access services.
 - 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,

switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 8.5.4 When Texas Hometel's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Texas Hometel as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 When Texas Hometel's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Texas Hometel, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 8.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 8.5.9 Texas Hometel agrees not to deliver switched access traffic to BellSouth for termination except over Texas Hometel ordered switched access trunks and facilities.
- 8.6 Transit Traffic. BellSouth shall provide tandem switching and transport services for Texas Hometel's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Texas Hometel and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Texas Hometel and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 8.6.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Texas Hometel is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Texas Hometel. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Texas Hometel shall reimburse BellSouth for such charges or costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 9. FRAME RELAY SERVICE INTERCONNECTION**
- 9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Texas Hometel's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Texas Hometel is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Texas Hometel and BellSouth Frame Relay Switches in the same LATA.
- 9.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the

same Frame Relay Network Serving Areas as defined in Appendix A of BellSouth's FCC Tariff No. 1 except as set forth in this Attachment.

- 9.3 Upon the request of either Party, such interconnection will be established where BellSouth and Texas Hometel have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 9.4 The Parties agree to provision local (intraLATA) Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 9.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 9.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 9.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Texas Hometel may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Texas Hometel that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Texas Hometel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Texas Hometel's PLCU.

- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring charges for the NNI port. Texas Hometel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Texas Hometel's PLCU.
- 9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 9.8 For the PVC segment between the Texas Hometel and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 9.9 Compensation for PVC rate elements will be calculated as follows:
- 9.9.1 If Texas Hometel orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Texas Hometel Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 9.9.2 If BellSouth orders a Local VC connection between a Texas Hometel subscriber's PVC segment and a PVC segment from the Texas Hometel Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.9.4 If Texas Hometel requests a change, BellSouth will invoice and Texas Hometel will pay a Feature Change charge for each affected PVC segment.

- 9.9.4.1 If BellSouth requests a change to a Local VC, Texas Hometel will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.10 Texas Hometel will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

10. ORDERING CHARGES

- 10.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.
- 10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

11. BASIC 911 AND E911 INTERCONNECTION

- 11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 11.2 Basic 911 Interconnection. BellSouth will provide to Texas Hometel a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Texas Hometel will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Texas Hometel will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, Texas Hometel will be required to begin using E911 procedures.

- 11.3 E911 Interconnection. Texas Hometel shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Texas Hometel shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Texas Hometel will be required to provide BellSouth daily updates to the E911 database. Texas Hometel will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Texas Hometel will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Texas Hometel shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 11.4 Trunks and facilities for 911 Interconnection may be ordered by Texas Hometel from BellSouth pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.
- 11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.
- 12. SS7 NETWORK INTERCONNECTION**
- 12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Texas Hometel's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

- 12.2 Signaling Call Information. BellSouth and Texas Hometel will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Texas Hometel will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 12.3 SS7 Network Interconnection is the interconnection of Texas Hometel local signaling transfer point switches or Texas Hometel local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Texas Hometel local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Texas Hometel or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 12.3.2 If traffic is routed based on dialed or translated digits between a Texas Hometel local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Texas Hometel local signaling transfer point switches and BellSouth or other third-party local switch.
- 12.3.3 SS7 Network Interconnection shall provide:
- 12.3.4 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.5 Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.6 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Texas Hometel local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of

messages to a gateway pair of Texas Hometel local STPs and shall not include SCCP Subsystem Management of the destination.

- 12.3.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 12.3.9 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.10 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Texas Hometel or Texas Hometel-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 12.4.1 A-link interface from Texas Hometel local or tandem switching systems; and
 - 12.4.2 B-link interface from Texas Hometel STPs.
 - 12.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 12.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 12.4.6 BellSouth shall set message screening parameters to accept messages from Texas Hometel local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Texas Hometel switching system has a valid signaling relationship.

Exhibit B

Basic Architecture

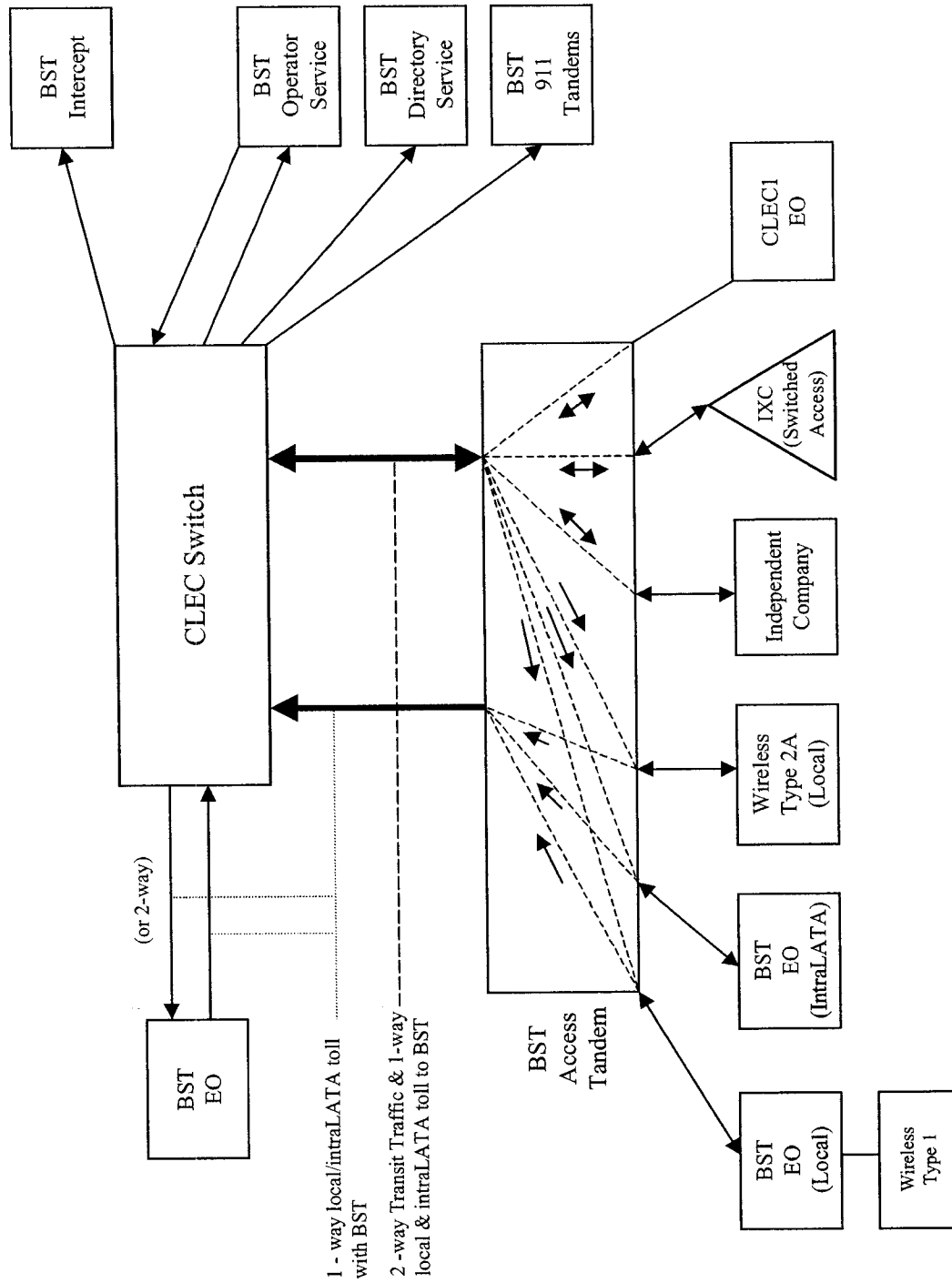


Exhibit C

One-Way Architecture

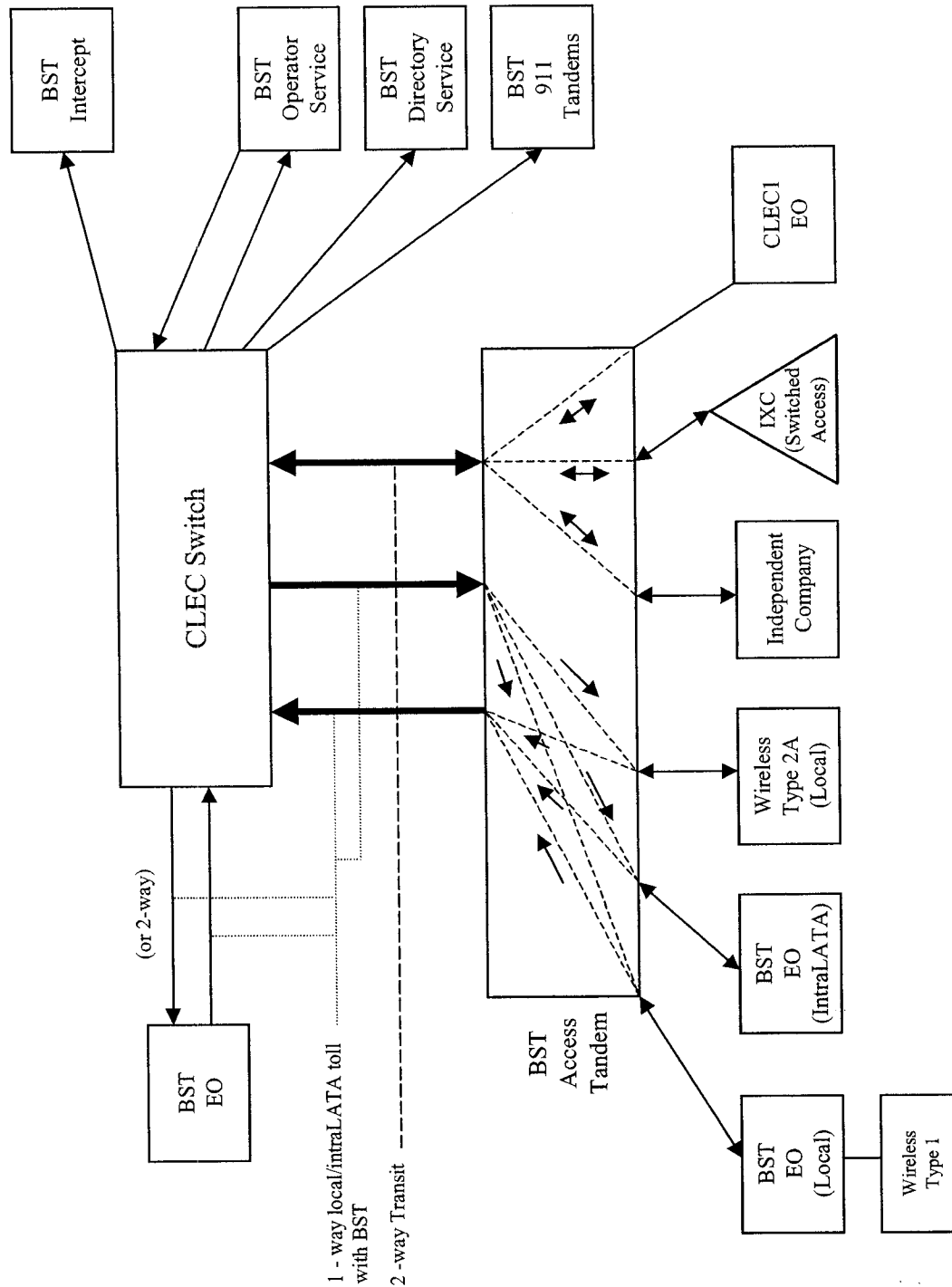


Exhibit D

Two-Way Architecture

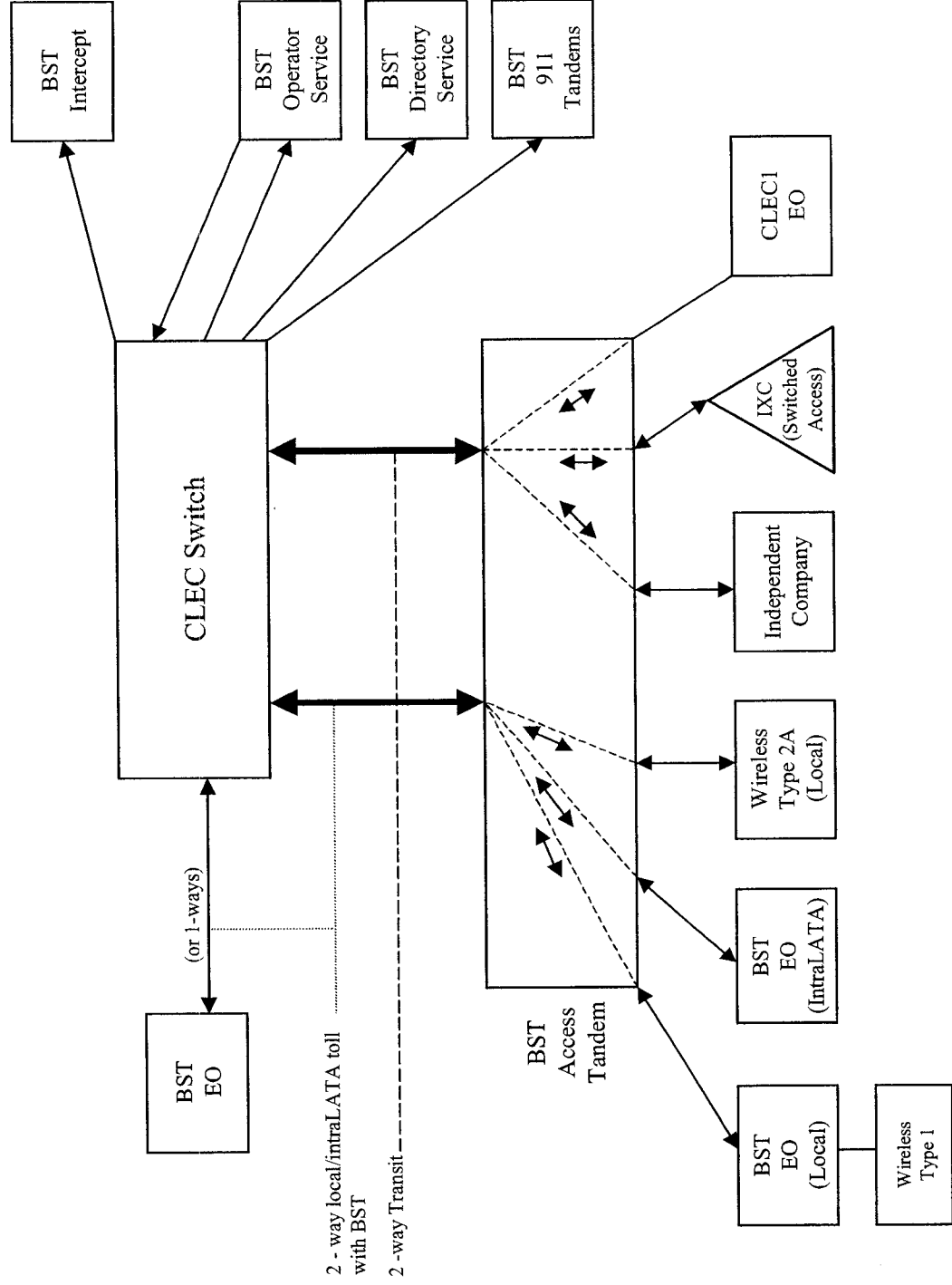
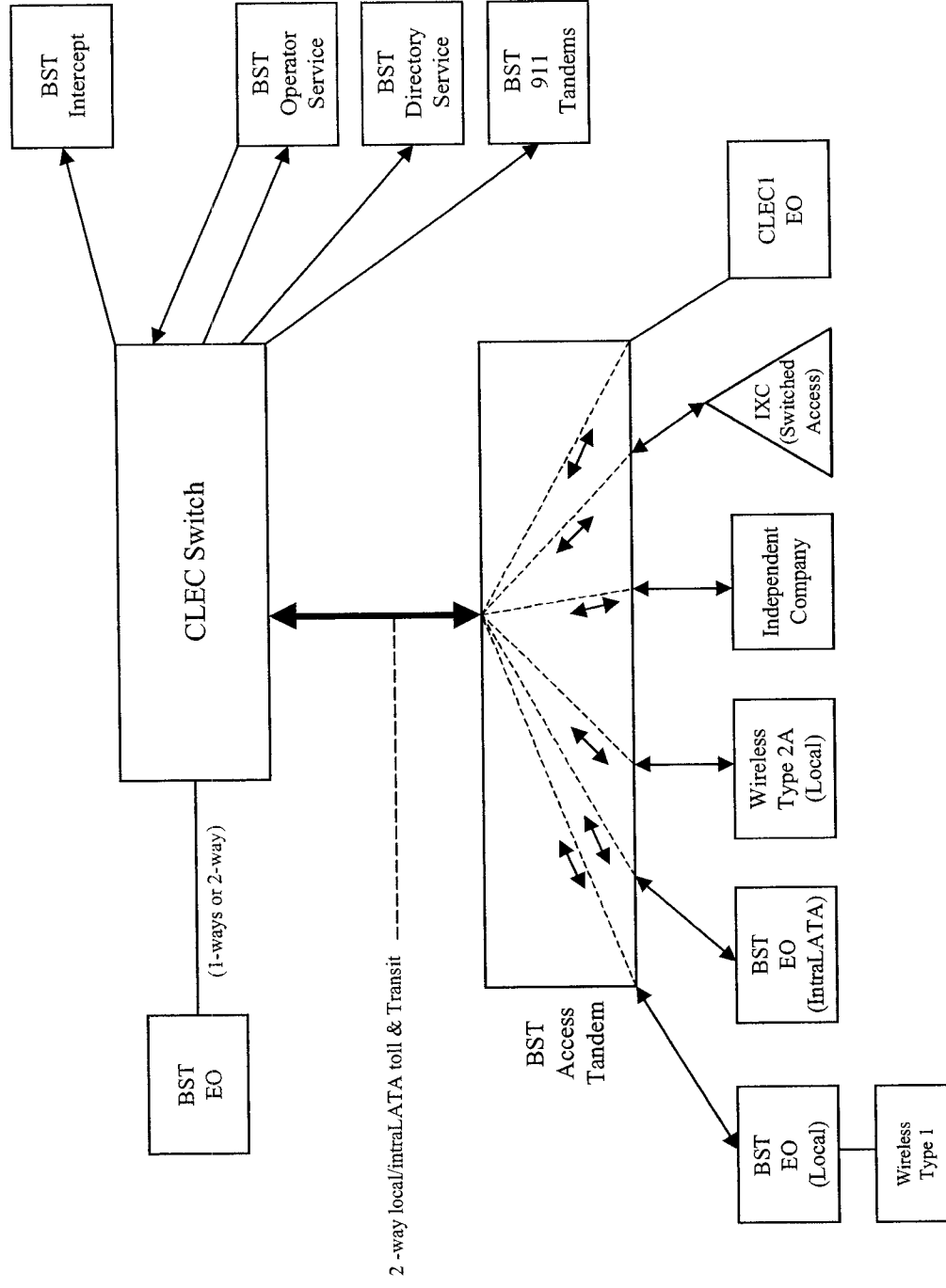


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama										Attachment: 3			Exhibit: A		
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
									First	Add'l	First	Add'l		SOMAN	SOMAN

LOCAL INTERCONNECTION - Alabama																			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Attachment: 3		Exhibit: A	
						Nonrecurring		Disconnect Add'l	First	SOMEK	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Add'l												
																			First
						15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection, Per link (A link)		UDB		TPP6A	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection, Per link (B link) (also known as D link)		UDB		TPP6B	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling		UDB		TPP6X	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection-A link, per month		UDB		TPP9A	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection-B link(also known as D link) per month		UDB		TPP9B	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling		UDB		TPP9X	15.46	35.53	35.53	16.44	16.44									
	CCS7 Signaling Usage, Per ISUP Message		UDB		STU56	0.0000142													
	CCS7 Signaling Usage Surrogate, per link per LATA		UDB			650.33													
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected		UDB		CCAPO		29.01	29.01	35.57	35.57									
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - Florida										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	First	Disconnect Add'l	SOME	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31			
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31			
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31			
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31			
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31			
	CCS7 Signaling Usage, Per ISUP Message			UDB	STU56	0.0000152							
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB		694.32							
	CCS7 Signaling Point Code, per Originating Point Code												
	Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03			
Notes: if no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.													

LOCAL INTERCONNECTION - Georgia																			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 3			Exhibit: A					
						Nonrecurring		Nonrecurring Disconnect			Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link) (same as E.3.1)				TPP6B	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling				TPP6X	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Per link (A link) (same as E.3.1)				TPP9A	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection-B link(also known as D link) per month (same as E.3.1)				TPP9B	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling				TPP9X	8.73	34.77	16.91	16.91										
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)				STU56	0.0000132 907.44													
	CCS7 Signaling Point Code Establishment or Change, per STP affected				CCAPO		28.15	33.32	33.32										
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - Georgia																			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 3			Exhibit: A					
						Nonrecurring		Nonrecurring Disconnect			Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						Rec	First	Add'l	First							Add'l	SOMEK	SOMAN	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link) (same as E.3.1)				TPP6B	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling				TPP6X	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Per link (A link) (same as E.3.1)				TPP9A	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection-B link(also known as D link) per month (same as E.3.1)				TPP9B	8.73	34.77	16.91	16.91										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling				TPP9X	8.73	34.77	16.91	16.91										
	CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)				STU56	0.0000132 907.44													
	CCS7 Signaling Point Code Establishment or Change, per STP affected				CCAPO		28.15	33.32	33.32										
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - Kentucky															
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order		Attachment: 3		Exhibit: A	
						Nonrecurring		Disconnect		Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						First	Add'l	First	Add'l						
						Rec	SOME	SOMAN	SOMAN	SOMAN	SOMAN				
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	20.71	43.56	22.45	22.45						
	CCS7 Signaling Connection, Switched access service, Interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	22.45	22.45						
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	20.71	43.56	22.45	22.45						
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	20.71	43.56	22.45	22.45						
	CCS7 Signaling Connection, Switched access service, Interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	22.45	22.45						
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000164									
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Louisiana										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
						Nonrecurring	First Add'l			SOME	SOMAN	SOME	SOMAN
						Rec							
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.													
TANDEM SWITCHING													
	Tandem Switching Function Per MOU												
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005507bk							
	Tandem Intermediary Charge, per MOU*					0.0005507							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.													
TRUNK CHARGE													
	Installation Trunk Side Service - per DSO				TPP8X								
	Installation Trunk Side Service - per DSO				TPP9X								
	Dedicated End Office Trunk Port Service-per DS0**				TDEOP	0.00	21.64	8.15					
	Dedicated End Office Trunk Port Service-per DS1**				TDEIP	0.00	21.64	8.15					
	Dedicated Tandem Trunk Port Service-per DS0**				TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**				TDWIP	0.00							
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements													
COMMON TRANSPORT (Shared)													
	Common Transport - Per Mile, Per MOU					0.0000032bk							
	Common Transport - Facilities Termination Per MOU					0.0003748bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT													
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				1L5NF	0.013							
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month				1L5NF	22.60	39.36	26.62					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				1L5NK	0.013							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				1L5NK	15.61	39.37	26.62					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				1L5NK	0.013							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				1L5NK	15.61	39.37	26.62					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				1L5NL	0.2652							
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				1L5NL	70.47	86.89	79.44					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				1L5NM	6.04							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				1L5NM	850.45	270.69	159.05					
LOCAL CHANNEL - DEDICATED TRANSPORT													
	Local Channel - Dedicated - 2-Wire Voice Grade per month				TEFV2	18.32	187.51	32.21					
	Local Channel - Dedicated - 4-Wire Voice Grade per month				TEFV4	187.94	187.94	32.63					
	Local Channel - Dedicated - DS1 per month				TEFHG	39.18	172.34	149.27					
	Local Channel - Dedicated - DS3 Facility Termination per month				TEFHJ	469.44	438.46	256.30					
LOCAL INTERCONNECTION MID-SPAN MEET													
	Local Channel - Dedicated - DS1 per month				TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month				TEFHJ	0.00	0.00						
MULTI-TRUNK													
	Channelization - DS1 to DS0 Channel System				SATN1	105.09	88.41	60.76					
	DS3 to DS1 Channel System per month				SATN3	201.48	172.99	91.25					
	DS3 Interface Unit (DS1 COC) per month				SATCO	11.78	6.39	4.58					
SIGNALING (CCST)													
	CCS7 Signaling Termination, Per STP Port				PT8SX	147.60							
	CCS7 Signaling Usage, Per TCAP Message				UDB	0.000064							
	CCS7 Signaling Connection, Per link (A link)				UDB	15.77	34.50	34.50					

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Texas Hometel owns, leases from a third party or otherwise provides its own switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
- 3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP in a BellSouth Central Office where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).
- 3.3 Interconnection via Dedicated Facilities

- 3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.4 Fiber Meet. Notwithstanding Section 3.2.1, 3.2.2, and 3.2.3 above, if Texas Hometel elects to establish interconnection with BellSouth pursuant to a Fiber Meet Local Channel, Texas Hometel and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Texas Hometel's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.2 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Texas Hometel Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.4.3 Upon verbal request by Texas Hometel, BellSouth shall allow Texas Hometel access to the fusion splice point for the Fiber Meet point for maintenance purposes on Texas Hometel's side of the Fiber Meet point.
- 3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Texas Hometel shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating End User and in accordance with the LERG.
- 4.2 Texas Hometel shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Texas Hometel's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Texas Hometel desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Texas Hometel has established interconnection trunk groups, Texas Hometel shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.
- 4.2.1 Notwithstanding the forgoing, Texas Hometel shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Texas Hometel has homed (i.e. assigned) its NPA/NXXs. Texas Hometel shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Texas Hometel shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Texas Hometel's NXX access tandem homing arrangement as specified by Texas Hometel in the LERG.

- 4.4 Any Texas Homotel interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Texas Homotel from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Texas Homotel to submit a BFR/NBR via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and Texas Homotel are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Texas Homotel shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Texas Homotel is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Carrier Interconnection Switching Center (CISC) Project Management Group and Texas Homotel's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic. Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Texas Homotel shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in

accordance with Section 5.7 of this Attachment. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to the applicable BellSouth tariff if service is requested.

- 4.10.1 BellSouth Access Tandem Interconnection. BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures
- 4.10.1.1 Basic Architecture. In the basic architecture, Texas Hometel's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Texas Hometel and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel desires to exchange traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Texas Hometel. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.
- 4.10.1.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Texas Hometel-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for BellSouth End Users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Texas Hometel End-Users. A two-way trunk group provides Intratandem Access for Texas Hometel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel exchanges traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to

Texas Hometel. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Texas Hometel and BellSouth. In addition, a separate two-way transit trunk group must be established for Texas Hometel's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel exchanges traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Texas Hometel. However, where Texas Hometel is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Texas Hometel's Transit Traffic are exchanged on a single two-way trunk group between Texas Hometel and BellSouth to provide Intratandem Access to Texas Hometel. This trunk group carries Transit Traffic between Texas Hometel and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Texas Hometel desires to exchange traffic. This trunk group also carries Texas Hometel originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Texas Hometel. However, where Texas Hometel is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection. Where Texas Hometel does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Texas Hometel must utilize BellSouth's multiple tandem access interconnection

(MTA). To utilize MTA Texas Homotel must establish an interconnection trunk group(s) at a minimum of one BellSouth access tandem within each LATA as required. BellSouth will route Texas Homotel's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Texas Homotel must also establish an interconnection trunk group(s) at all BellSouth access tandems where Texas Homotel NXXs are homed as described in Section 4.2.1 above. If Texas Homotel does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Texas Homotel can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Texas Homotel's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to End-Users served through those BellSouth access tandems where Texas Homotel does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 4.10.1.5.1 Texas Homotel may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to Texas Homotel will be delivered to and from IXCs based on Texas Homotel's NXX access tandem homing arrangement as specified by Texas Homotel in the LERG.
- 4.10.1.5.2 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.3 To the extent Texas Homotel does not purchase MTA in a LATA served by multiple access tandems, Texas Homotel must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Texas Homotel routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Texas Homotel shall pay BellSouth the associated MTA charges.
- 4.10.2 Local Tandem Interconnection. Local Tandem Interconnection arrangement allows Texas Homotel to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Texas Homotel-originated Local Traffic and ISP-Bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
- 4.10.2.1 When a specified local calling area is served by more than one BellSouth local tandem, Texas Homotel must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Texas Homotel may choose to establish an interconnection trunk

group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Texas Homotel may deliver Local Traffic and ISP-Bound Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Texas Homotel does not choose to establish an interconnection trunk group(s). It is Texas Homotel’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Texas Homotel’s codes. Likewise, Texas Homotel shall obtain its routing information from the LERG.

- 4.10.2.2 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Texas Homotel must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Texas Homotel has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff).
- 4.10.2.3 BellSouth’s provisioning of Local Tandem Interconnection assumes that Texas Homotel has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 4.10.3 Direct End Office-to-End Office Interconnection. Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.
 - 4.10.3.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
 - 4.10.3.1.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Texas Homotel and BellSouth.
 - 4.10.3.1.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Texas Homotel’s switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between

such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.1.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 Transit Traffic Trunk Group. Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Texas Homotel to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems. Texas Homotel shall be responsible for all recurring and non-recurring charges associated with Transit Traffic trunks and facilities.

4.10.4.1 Toll Free Traffic. If Texas Homotel chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all Texas Homotel originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.1 Texas Homotel may choose to perform its own Toll Free database queries from its switch. In such cases, Texas Homotel will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Texas Homotel will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Texas Homotel will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Texas Homotel shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Texas Homotel will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Texas Homotel's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which Texas Homotel performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Texas Hometel chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the Texas Hometel switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6. FORECASTING FOR TRUNK PROVISIONING

- 6.1 Within six (6) months after execution of this Agreement, Texas Hometel shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Texas Hometel's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Texas Hometel-to-BellSouth one-way trunks (Texas Hometel Trunks), BellSouth-to-Texas Hometel one-way trunks (BellSouth Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop BellSouth Trunk Groups and/or two-way interconnection trunk forecast quantities.
- 6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911,

etc.), A location/Z location (CLLI codes for Texas Hometel location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 6.2 Once initial interconnection trunk forecasts have been developed, Texas Hometel shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Texas Hometel shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1.
- 6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 6.4 Trunk Utilization. For the BellSouth Trunk Groups that are Final Trunk Groups (BellSouth Final Trunk Groups), BellSouth and Texas Hometel shall monitor traffic on each BellSouth Final Trunk Group that is ordered and installed. The Parties agree that the BellSouth Final Trunk Groups will be utilized at 60 percent (60%) of the time consistent busy hour utilization level within 90 days of installation. The Parties agree that the BellSouth Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within 180 days of installation. Any BellSouth Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized BellSouth Final Trunk Groups and Texas Hometel shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.1 BellSouth's CISC will notify Texas Hometel of any under-utilized BellSouth Trunk Groups and the number of such trunk groups that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Texas Hometel interface. Texas Hometel will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Texas Hometel expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Texas Hometel to determine if agreement can be reached on the number of BellSouth Final Trunk Groups to be removed. If no agreement can be reached,

BellSouth will issue disconnect orders to Texas Hometel. The due date of these orders will be four weeks after Texas Hometel was first notified in writing of the underutilization of the trunk groups.

- 6.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.
- 6.4.3 For the two-way trunk groups, BellSouth and Texas Hometel shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 90 days of the installation of the BellSouth two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth will request the disconnection of any Under-utilized two-way trunk(s) and Texas Hometel shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by BellSouth, if any.
- 6.4.3.1 BellSouth's CISC will notify Texas Hometel of any under-utilized two-way trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Texas Hometel interface. Texas Hometel will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Texas Hometel expects to need such trunks. BellSouth's CISC Project Manager and CCM will discuss the information with Texas Hometel to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Texas Hometel will issue disconnect orders to BellSouth. The due date of these orders will be four weeks after Texas Hometel was first notified in writing of the underutilization of the trunk groups.
- 6.4.3.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7. LOCAL DIALING PARITY

- 7.1 BellSouth and Texas Hometel shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity

shall be provided for all originating telecommunications services that require dialing to route a call.

8. INTERCONNECTION COMPENSATION

8.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in this Attachment and for Multiple Tandem Access as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set

forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's End User's presubscribed interexchange carrier or if one Party's End User uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

- 8.1.7 If Texas Homotel assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Texas Homotel End Users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Texas Homotel customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Texas Homotel agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Texas Homotel at BellSouth's switched access tariff rates.
- 8.2 If Texas Homotel does not identify such interLATA traffic to BellSouth, BellSouth will determine which whole Texas Homotel NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Texas Homotel can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-Bound Traffic.
- 8.3 Jurisdictional Reporting
 - 8.3.1 Percent Local Use. Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-Bound usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.
 - 8.3.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting

shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

8.3.3 Percent Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage (PIU) factors. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Texas Hometel. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use for the past three months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide as it is amended from time to time.

8.3.4 Notwithstanding the provisions in Section 8.3.1, 8.3.2, and 8.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 8.3.5 below.

8.3.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Texas Hometel shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

8.4 Compensation for 8XX Traffic. When a Texas Hometel End User places an 8XX call, BellSouth will charge the originating switched access and data query charges

as set forth in the applicable BellSouth Tariff to the IXC that is responsible for terminating the 8XX to the appropriate Wide Area Telecommunications Service (WATS) or Plain Old Telephone Service (POTS) number. Texas Homotel will be responsible for any applicable Common Channel Signaling (SS7).

- 8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.
- 8.4.2 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Texas Homotel requires interconnection from Texas Homotel to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Texas Homotel shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Texas Homotel desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 8.5 Mutual Provision of Switched Access Service
 - 8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.
 - 8.5.2 If a BellSouth End User chooses Texas Homotel as their presubscribed interexchange carrier, or if a BellSouth End User uses Texas Homotel as an interexchange carrier on a 101XXXX basis, BellSouth will charge Texas Homotel the appropriate BellSouth tariff charges for originating switched access services.
 - 8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,

switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 8.5.4 When Texas Hometel's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Texas Hometel as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 8.5.4.1 When Texas Hometel's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Texas Hometel, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 8.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 8.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 8.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 8.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 8.5.9 Texas Hometel agrees not to deliver switched access traffic to BellSouth for termination except over Texas Hometel ordered switched access trunks and facilities.
- 8.6 Transit Traffic. BellSouth shall provide tandem switching and transport services for Texas Hometel's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Texas Hometel and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Texas Hometel and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 8.6.1 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Texas Hometel is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Texas Hometel. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Texas Hometel shall reimburse BellSouth for such charges or costs. Additionally, the Parties agree that any billing to a third party or other Telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 9. FRAME RELAY SERVICE INTERCONNECTION**
- 9.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Texas Hometel's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Texas Hometel is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Texas Hometel and BellSouth Frame Relay Switches in the same LATA.
- 9.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the

same Frame Relay Network Serving Areas as defined in Appendix A of BellSouth's FCC Tariff No. 1 except as set forth in this Attachment.

- 9.3 Upon the request of either Party, such interconnection will be established where BellSouth and Texas Hometel have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 9.4 The Parties agree to provision local (intraLATA) Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 9.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 9.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 9.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 9.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Texas Hometel may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Texas Hometel that it has found that this method does not adequately represent the PLCU.
- 9.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 9.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Texas Hometel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Texas Hometel's PLCU.

- 9.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring charges for the NNI port. Texas Hometel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed nonrecurring and recurring charges for the NNI port by Texas Hometel's PLCU.
- 9.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 9.8 For the PVC segment between the Texas Hometel and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 9.9 Compensation for PVC rate elements will be calculated as follows:
- 9.9.1 If Texas Hometel orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Texas Hometel Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring PVC charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 9.9.2 If BellSouth orders a Local VC connection between a Texas Hometel subscriber's PVC segment and a PVC segment from the Texas Hometel Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total nonrecurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay the total nonrecurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 9.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.9.4 If Texas Hometel requests a change, BellSouth will invoice and Texas Hometel will pay a Feature Change charge for each affected PVC segment.

- 9.9.4.1 If BellSouth requests a change to a Local VC, Texas Hometel will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 9.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 9.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 9.10 Texas Hometel will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 9.5.3 above.
- 9.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

10. ORDERING CHARGES

- 10.1 The facilities purchased pursuant to this Attachment shall be ordered via the Access Service Request (ASR) process.
- 10.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

11. BASIC 911 AND E911 INTERCONNECTION

- 11.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 11.2 Basic 911 Interconnection. BellSouth will provide to Texas Hometel a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Texas Hometel will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Texas Hometel will be required to route that call to the appropriate Public Safety Answering Point (PSAP). When a municipality converts to E911 service, Texas Hometel will be required to begin using E911 procedures.

- 11.3 E911 Interconnection. Texas Hometel shall install a minimum of two dedicated trunks originating from its Serving Wire Center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with multifrequency (MF) pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Texas Hometel shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the BellSouth Interconnection website. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Texas Hometel will be required to provide BellSouth daily updates to the E911 database. Texas Hometel will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Texas Hometel will be required to route the call to a designated 7-digit or 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Texas Hometel shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 11.4 Trunks and facilities for 911 Interconnection may be ordered by Texas Hometel from BellSouth pursuant to the terms and conditions set forth in this Attachment at the rates set forth in Exhibit A hereto.
- 11.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the BellSouth Interconnection Services Web site.

12. SS7 NETWORK INTERCONNECTION

- 12.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require BellSouth to send SS7 messages or call-related database queries to Texas Hometel's or any other third-party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

- 12.2 Signaling Call Information. BellSouth and Texas Hometel will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Texas Hometel will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 12.3 SS7 Network Interconnection is the interconnection of Texas Hometel local signaling transfer point switches or Texas Hometel local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Texas Hometel local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 12.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Texas Hometel or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 12.3.2 If traffic is routed based on dialed or translated digits between a Texas Hometel local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Texas Hometel local signaling transfer point switches and BellSouth or other third-party local switch.
- 12.3.3 SS7 Network Interconnection shall provide:
- 12.3.4 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 12.3.5 Signaling Link functions, as specified in ANSI T1.111.3; and
- 12.3.6 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 12.3.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Texas Hometel local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of

messages to a gateway pair of Texas Hometel local STPs and shall not include SCCP Subsystem Management of the destination.

- 12.3.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 12.3.9 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 12.3.10 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 12.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Texas Hometel or Texas Hometel-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 12.4.1 A-link interface from Texas Hometel local or tandem switching systems; and
 - 12.4.2 B-link interface from Texas Hometel STPs.
 - 12.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 12.4.4 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
 - 12.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 12.4.6 BellSouth shall set message screening parameters to accept messages from Texas Hometel local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Texas Hometel switching system has a valid signaling relationship.

Exhibit B

Basic Architecture

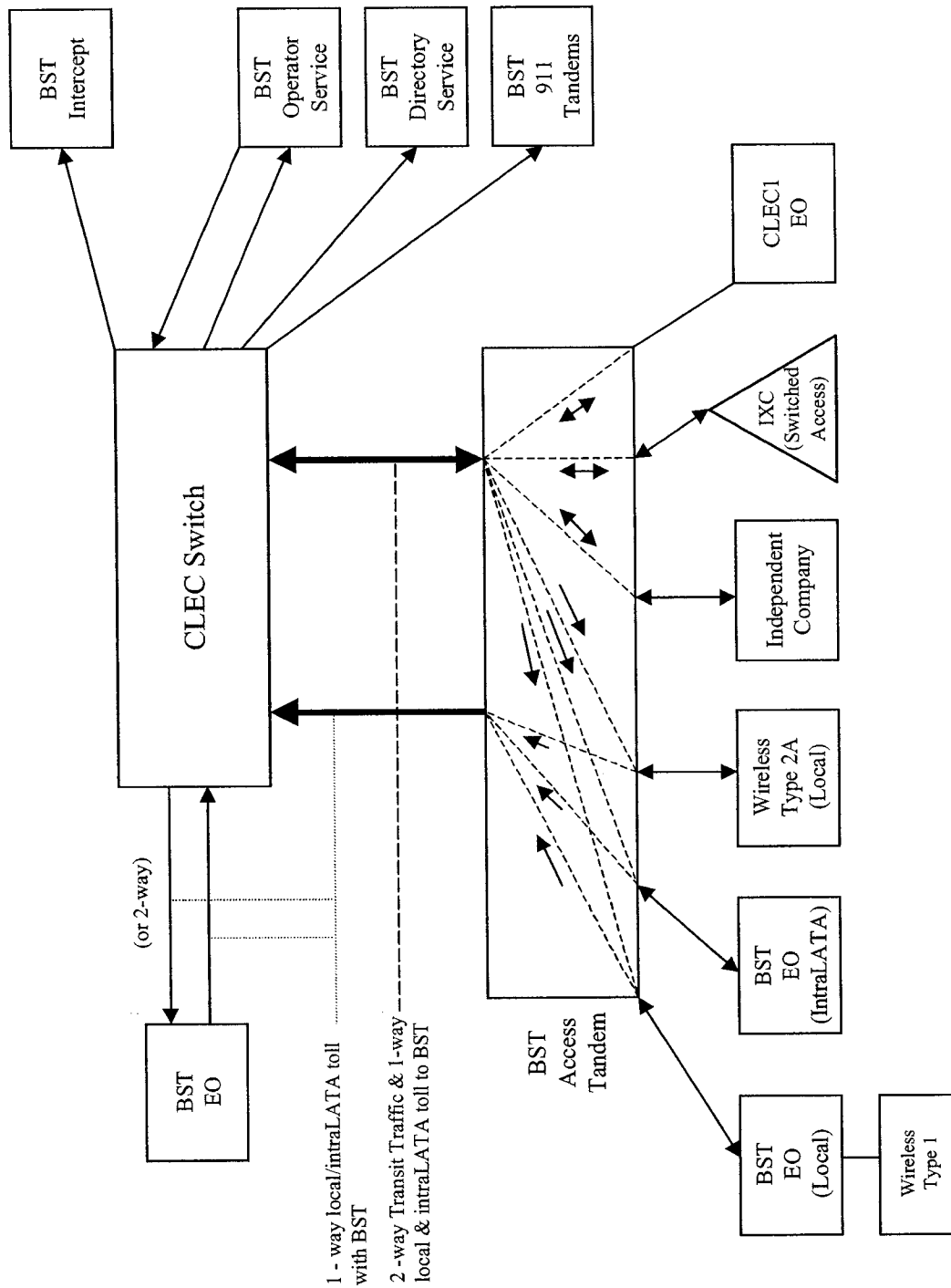


Exhibit C

One-Way Architecture

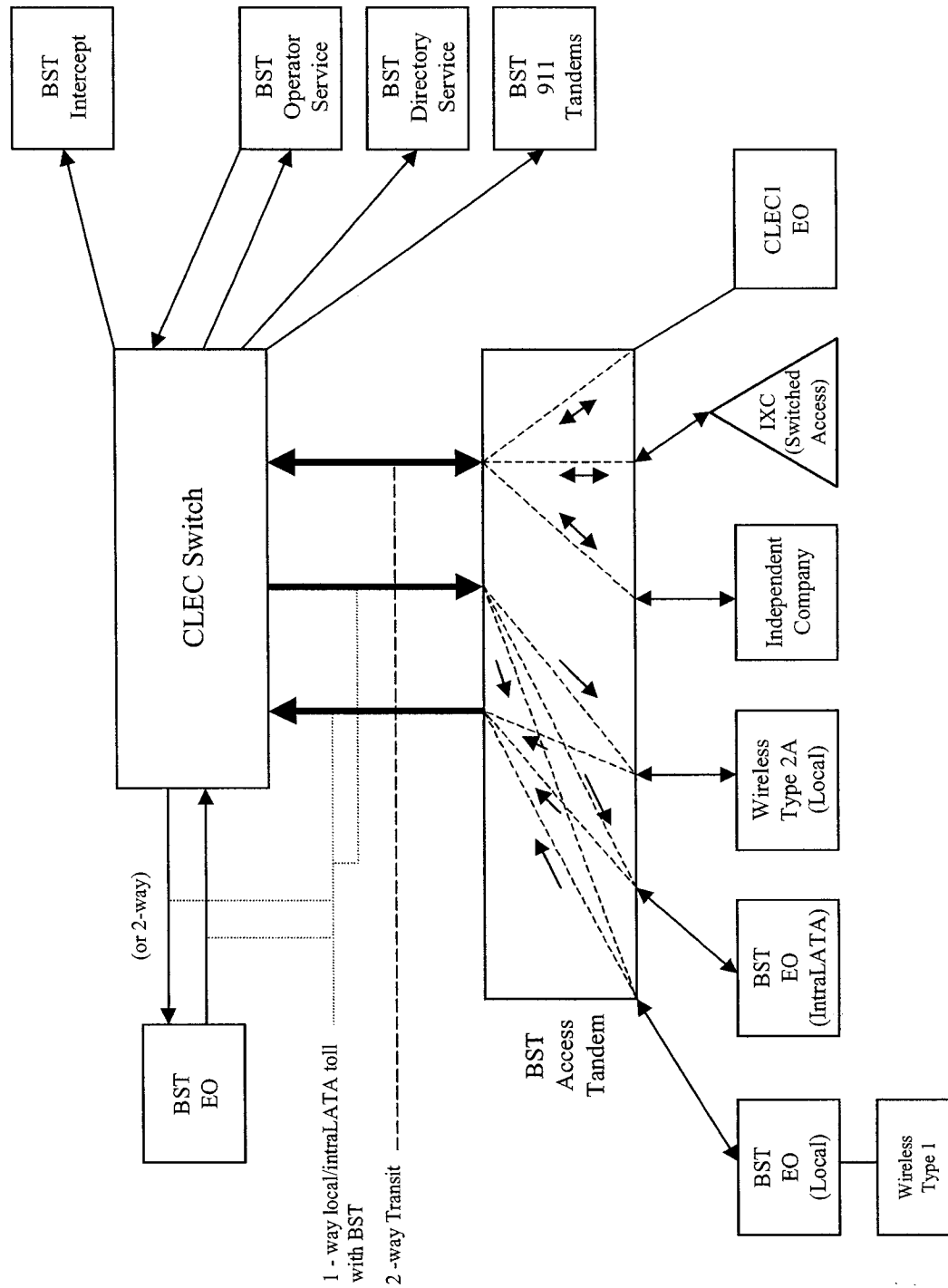


Exhibit D

Two-Way Architecture

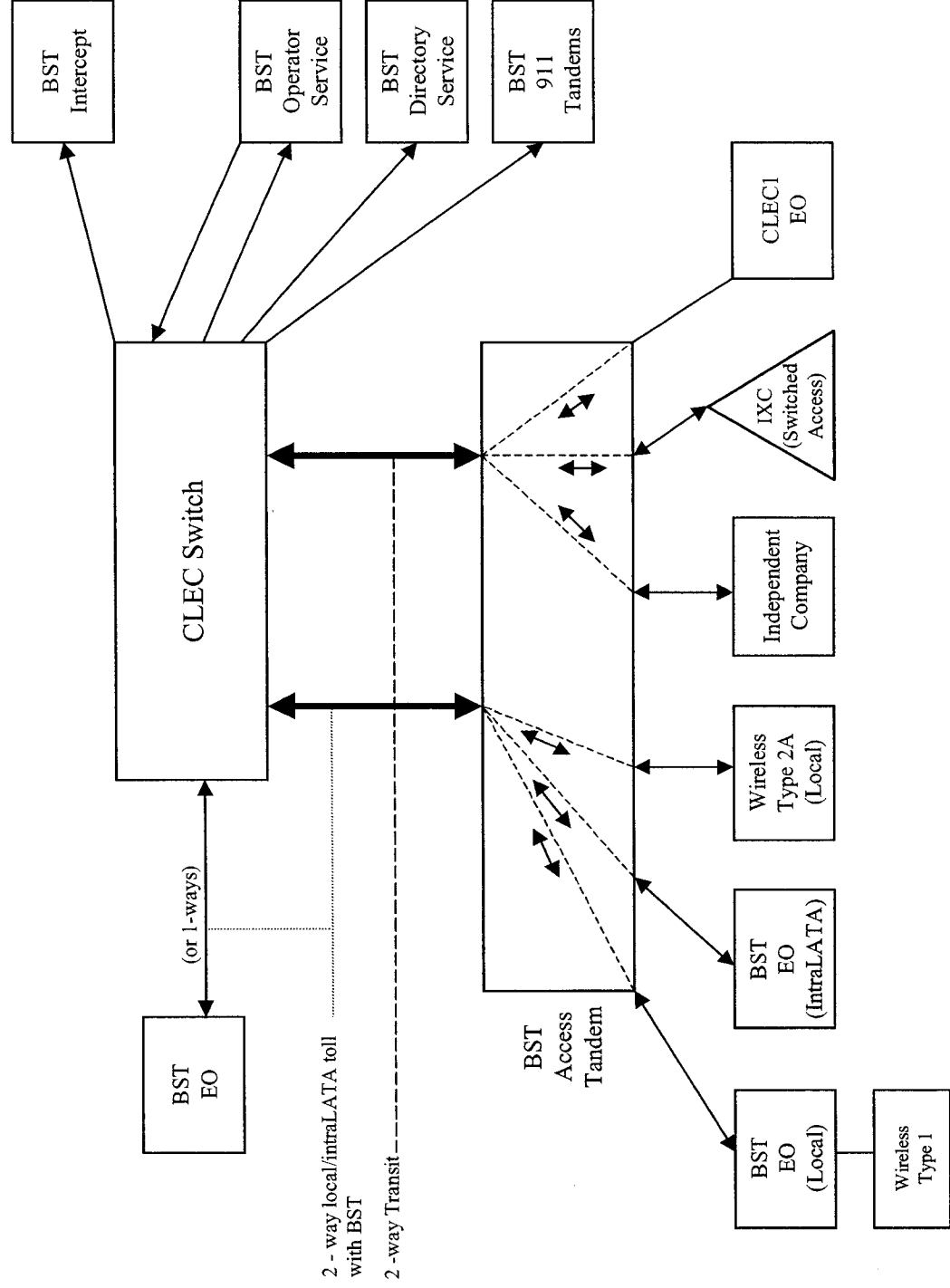
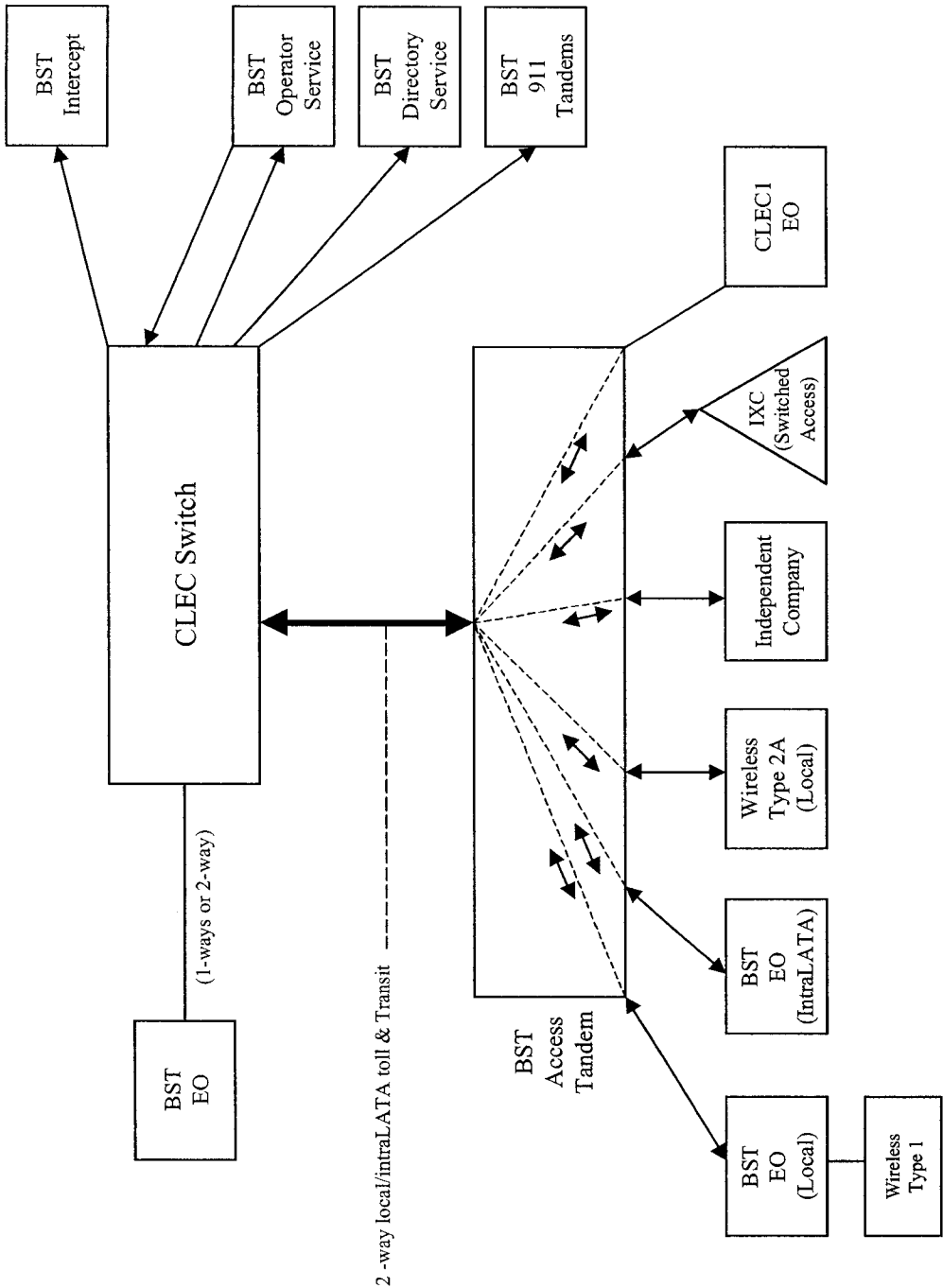


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama																	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A		
						Nonrecurring		First Add'l	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Disc 1st	Incremental Charge - Manual Svc Order vs. Disc Add'l		
						Rec	First									SOME	SOMAN
						15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Connection, Per link (A link)				TPP6A												
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB													
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Connection-A link, per month			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Usage, Per ISUP Message			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44							
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	0.0000142											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO	650.33											
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Florida										Attachment: 3			Exhibit: A		
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Nonrecurring First	Add'l						SOMEK	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.														
TANDEM SWITCHING															
	Tandem Switching Function Per MOU														
	Multiple Tandem Switching, per MOU (applies to initial tandem only)														
	Tandem Intermediary Charge, per MOU*														
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.														
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0														
	Installation Trunk Side Service - per DS0														
	Dedicated End Office Trunk Port Service-per DS0**														
	Dedicated End Office Trunk Port Service-per DS1**														
	Dedicated Tandem Trunk Port Service-per DS0**														
	Dedicated Tandem Trunk Port Service-per DS1**														
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements														
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU														
	Common Transport - Facilities Termination Per MOU														
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month														
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month														
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month														
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month														
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month														
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month														
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month														
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month														
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month														
	Local Channel - Dedicated - 4-Wire Voice Grade per month														
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 Facility Termination per month														
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month														
	Local Channel - Dedicated - DS3 per month														
MULTIPLXERS															
	Channelization - DS1 to DS0 Channel System														
	DS3 to DS1 Channel System per month														
	DS3 Interface Unit (DS1 COC) per month														
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per STP Port														
	CCS7 Signaling Usage, Per TCAP Message														
	CCS7 Signaling Connection, Per link (A link)														

LOCAL INTERCONNECTION - Florida																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A	
						Nonrecurring First	Add'l	Nonrecurring First	Add'l			Nonrecurring Disconnect First	Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
				UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)															
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Usage, Per ISUP Message					0.0000152										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Georgia																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)					Attachment: 3		Exhibit: A																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect Add'l	OSS Rates(\$)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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LOCAL INTERCONNECTION - Kentucky																				
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A				
						Nonrecurring		Rec	Nonrecurring Disconnect				SOME	OSS Rates(\$)		SOME	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						First	Add'l		First	Add'l				SOMAN	SOMAN					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45										
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45										
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45										
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45										
	CCS7 Signaling Usage, Per ISUP Message																			
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	0.0000764														
	CCS7 Signaling Point Code, per Originating Point Code					751.08														
	Establishment or Change, per STP affected			UDB	CCAP0		46.02	46.02	56.43	56.43										
	CCS7 Signaling Point Code, per Destination Point Code																			
	Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43										
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - Louisiana										Attachment: 3			Exhibit: A		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	First	Add'l	Nonrecurring First	Nonrecurring Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0005507bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005507									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0				TPP6X		21.64	8.15							
	Installation Trunk Side Service - per DS0				TPP9X		21.64	8.15							
	Dedicated End Office Trunk Port Service-per DS0**				TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**				OHT OH1MS	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**				TOWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**				TOW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000032bk									
	Common Transport - Facilities Termination Per MOU					0.0003748bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				1LSNF	0.013									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				1LSNF	22.60	39.36	26.62							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				1LSNK	0.013									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				1LSNK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				1LSNK	0.013									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				1LSNK	15.61	39.37	26.62							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				1LSNL	0.2652									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				1LSNL	70.47	86.69	79.44							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				1LSNM	6.04									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				1LSNM	850.45	270.69	158.05							
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month				TEFV2	18.32	187.51	32.21							
	Local Channel - Dedicated - 4-Wire Voice Grade per month				TEFV4	19.41	187.94	32.63							
	Local Channel - Dedicated - DS1 per month				TEFRG	39.18	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per month				TEFHJ	469.44	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month				TEFHJ	0.00	0.00								
	Local Channel - Dedicated - DS3 per month				TEFHJ	0.00	0.00								
MULTIPLAXERS															
	Channelization - DS1 to DS0 Channel System				SATN1	105.09	88.41	60.76							
	DS3 to DS1 Channel System per month				OH3 OH3MS	201.48	172.99	91.25							
	DS3 Interface Unit (DS1 COC) per month				SATCO	11.78	6.39	4.68							
SIGNALING (CCS7)															
	CCS7 Signaling Termination, Per STP Port				UBB	147.60									
	CCS7 Signaling Usage, Per TCAP Message					0.000064									
	CCS7 Signaling Connection, Per link (A link)				TPP6A	15.77	34.50	34.50							

LOCAL INTERCONNECTION - Louisiana										Attachment: 3			Exhibit: A				
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental			Incremental			
						Nonrecurring		Disconnect Add'l			Charge - Manual Svc Order vs. Electronic- 1st	Charge - Manual Svc Order vs. Electronic- Add'l	Charge - Manual Svc Order vs. Electronic- Disc 1st	Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	First								Add'l	SOME	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link)				TPP6B	15.77	34.50	34.50									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling		UDB		TPP6X	15.77	34.50	34.50									
	CCS7 Signaling Connection-A link, per month		UDB		TPP9A	15.77	34.50	34.50									
	CCS7 Signaling Connection-B link(also known as D link) per month		UDB		TPP9B	15.77	34.50	34.50									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling		UDB		TPP9X	15.77	34.50	34.50									
	CCS7 Signaling Usage, Per ISUP Message		UDB		STU56	0.000016											
	CCS7 Signaling Usage Surrogate, per link per LATA		UDB			732.10											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected		UDB		CCAPO		28.17	28.17									
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected		UDB		CCAPD		28.17	28.17									
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Mississippi																	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3			Exhibit: A		
						Nonrecurring		First	Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
						Rec	Add'l									SOME	SOMAN
	CCS7 Signaling Connection, Per link (B link) (also known as D link)				TPP6B	16.55	35.74	16.53	16.53								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling				TPP6X	16.55	35.74	16.53	16.53								
	CCS7 Signaling Connection-A link, per month				TPP9A	16.55	35.74	16.53	16.53								
	CCS7 Signaling Connection-B link(also known as D link) per month				TPP9B	16.55	35.74	16.53	16.53								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling				TPP9X	16.55	35.74	16.53	16.53								
	CCS7 Signaling Usage, Per ISUP Message					0.0000149											
	CCS7 Signaling Usage Surrogate, per link per LATA					693.55											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected				STU56												
					CCAPO		29.18	35.78	35.78								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - North Carolina										Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Adt'l	SOMECH	SOMAN	SOMAN
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.												
	TANDEM SWITCHING					0.0012000bk							
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0012							
	Tandem Intermediary Charge, per MOU*					0.0025							
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.												
	TRUNK CHARGE												
	Installation Trunk Side Service - per DS0				TPP6X		21.55	8.12					
	Installation Trunk Side Service - per DS0				TPP9X		21.55	8.12					
	Dedicated End Office Trunk Port Service-per DS0**				TDEOP	0.00							
	Dedicated End Office Trunk Port Service-per DS1**				TDE1P	0.00							
	Dedicated Tandem Trunk Port Service-per DS0**				TDWOP	0.00							
	Dedicated Tandem Trunk Port Service-per DS1**				TDW1P	0.00							
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements												
	COMMON TRANSPORT (Shared)												
	Common Transport - Per Mile, Per MOU					0.0000100bk							
	Common Transport - Facilities Termination Per MOU					0.0003400bk							
	LOCAL INTERCONNECTION (Dedicated Transport)												
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				1L5NF	0.0282							
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month				1L5NF	18.00	137.48	52.58					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				1L5NK	0.0282							
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				1L5NK	17.40	137.48	52.58					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				1L5NK	0.0282							
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				1L5NK	17.40	137.48	52.58					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				1L5NL	0.5753							
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				1L5NL	71.29	217.17	163.75					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				1L5NM	12.98							
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				1L5NM	720.38	794.94	579.55					
	LOCAL CHANNEL - DEDICATED TRANSPORT												
	Local Channel - Dedicated - 2-Wire Voice Grade per month				TEFV2	11.24	563.80	89.69					
	Local Channel - Dedicated - 4-Wire Voice Grade per month				TEFV4	12.03	562.23	92.67					
	Local Channel - Dedicated - DS1 per month				TEFHG	27.05	534.48	462.59					
	Local Channel - Dedicated - DS3 per month				TEFHJ	298.92	438.45	256.30					
	LOCAL INTERCONNECTION MID-SPAN MEET												
	Local Channel - Dedicated - DS1 per month				TEFHG	0.00	0.00						
	Local Channel - Dedicated - DS3 per month				TEFHJ	0.00	0.00						
	MULTIPLERS												
	Channelization - DS1 to DS0 Channel System				SATN1	146.69	197.78	140.06					
	DS3 to DS1 Channel System per month				SATN3	233.10	403.97	234.40					
	DS3 Interface Unit (DS1 COC) per month				SATCO	16.07	13.09	9.38					
	SIGNALING (CCS7)												
	CCS7 Signaling Connection, Per link (A link)				UDB	18.22	278.02	278.02					
	CCS7 Signaling Connection, Per link (B link) (also known as D link)				UDB	18.22	278.02	278.02					

LOCAL INTERCONNECTION - North Carolina																
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A		
						Nonrecurring		Nonrecurring Disconnect	SOMEc			SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Add'l									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling						18.22	278.02								
	CCS7 Signaling Connection-A link, per month		UDB		TPP6X		18.22	278.02								
	CCS7 Signaling Connection-B link(also known as D link) per month		UDB		TPP9A		18.22	278.02								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling		UDB		TPP9B		18.22	278.02								
	CCS7 Signaling Termination, Per STP Port		UDB		TPP9X		18.22	278.02								
	CCS7 Signaling Usage, Per ISUP Message		UDB		PT8SX		132.83									
	CCS7 Signaling Usage, Per TCAP Message						0.00004									
	CCS7 Signaling Usage Surrogate, per link per LATA		UDB		STU66		0.00009									
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected		UDB		CCAPO		338.98									
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected		UDB		CCAPD		40.00	40.00								
			UDB				8.00	8.00								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina																		
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A			
						Nonrecurring		Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First			Nonrecurring Disconnect Add'l	OSS Rates(\$)		Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Add'l							SOMEc	SOMAN			
	CCS7 Signaling Connection, Per link (B link) (also known as D link)				TPP6B	16.93	35.61	35.61	16.48	16.48								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling				TPP6X	16.93	35.61	35.61	16.48	16.48								
	CCS7 Signaling Connection-A link, per month				TPP9A	16.93	35.61	35.61	16.48	16.48								
	CCS7 Signaling Connection-B link(also known as D link) per month				TPP9B	16.93	35.61	35.61	16.48	16.48								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling				TPP9X	16.93	35.61	35.61	16.48	16.48								
	CCS7 Signaling Usage, Per ISUP Message					0.0000173												
	CCS7 Signaling Usage Surrogate, per link per LATA				STU66	791.37												
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected				CCAPO		29.08	29.08	35.65	35.65								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Slip Affected				CCAPD		29.08	29.08	35.65	35.65								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

LOCAL INTERCONNECTION - Tennessee																	
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order		Attachment: 3			Exhibit: A		
						Nonrecurring		First	Add'l	Nonrecurring Disconnect	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
						Rec	First										
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84		130.84				20.35	20.35	13.32	13.32	
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84		130.84				20.35	20.35	13.32	13.32	
	CCS7 Signaling Connection-A link, per month			UDB	TPP9A	17.84	130.84		130.84				20.35	20.35	13.32	13.32	
	CCS7 Signaling Connection-B link(also known as D link) per month			UDB	TPP9B	17.84	130.84		130.84				20.35	20.35	13.32	13.32	
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84		130.84				20.35	20.35	13.32	13.32	
	CCS7 Signaling Usage, Per ISUP Message			UDB	STU56	0.0000373											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB		352.30											
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77		121.77				20.35	20.35	13.32	13.32	
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

Attachment 4

Central Office Collocation

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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH
CENTRAL OFFICE COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when Texas Homotel is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy. BellSouth shall offer to Texas Homotel collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow Texas Homotel to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Texas Homotel and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.1.1 In all states other than Florida, the size specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel’s growth within a twenty-four (24) month period.

1.2.1.2 In the state of Florida, the size specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel’s growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall assign Texas Homotel Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate Texas Homotel's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially

increase Texas Hometel's cost or materially delay Texas Hometel's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service Texas Hometel wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. Texas Hometel shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) Texas Hometel has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with Texas Hometel's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
 - 1.4.1 The responsibilities of Texas Hometel shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and Texas Hometel.
 - 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation. In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. Texas Hometel will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
 - 1.5.1 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and Texas Hometel cannot demonstrate that Texas Hometel will utilize the Collocation Space within a reasonable time. In the event of space

exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to Texas Homotel requesting that Texas Homotel release non-utilized Collocation Space to BellSouth, when 100 percent of the Collocation Space in Texas Homotel's collocation arrangement is not being utilized.

Within twenty (20) days of receipt of written notification from BellSouth, Texas Homotel shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case Texas Homotel shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date Texas Homotel accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, Texas Homotel shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.

Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or Texas Homotel's refusal to return requested Collocation Space should be resolved by BellSouth and Texas Homotel pursuant to the Dispute Resolution language contained in this Agreement.

- 1.6 Use of Space. Texas Homotel shall use the Collocation Space for the purpose of installing, maintaining and operating Texas Homotel's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to Texas Homotel may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. Texas Homotel agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Optional Space Availability Report

2.1 Upon request from Texas Hometel and at Texas Hometel's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by Texas Hometel.

2.1.1 The request from Texas Hometel for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the Local Exchange Routing Guide (LERG), and the Common Language Location Identification (CLLI) code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two or more states within the BellSouth Region, shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify Texas Hometel and inform Texas Hometel of the timeframe under which it can respond.

3. Collocation Options

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

- 3.2 Caged Collocation. BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At Texas Hometel's option and expense, Texas Hometel will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Texas Hometel and Texas Hometel's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Texas Hometel's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Texas Hometel's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for Texas Hometel's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. Texas Hometel's BellSouth Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Texas Hometel's BellSouth Certified Supplier. Texas Hometel must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Texas Hometel's locked enclosure prior to notifying Texas Hometel at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Texas Hometel's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for Texas Hometel.
- 3.2.1 In the event Texas Hometel's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review Texas Hometel's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Texas Hometel of its desire to conduct this review in BellSouth's Application Response, as defined herein, to Texas Hometel's Initial Application. If Texas Hometel's Initial Application does not indicate its desire to construct its own enclosure and Texas Hometel subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Texas Hometel will resubmit its Initial Application, indicating its desire to construct its own enclosure. If Texas Hometel subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, Texas Hometel will submit a Subsequent Application, as defined in Section 6.2 of this Attachment. If BellSouth elects to review Texas Hometel's plans and specifications, then BellSouth will provide notification to Texas Hometel within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Texas

Hometel's plans and specifications. Regardless of whether or not BellSouth elects to review Texas Hometel's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to Texas Hometel's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Texas Hometel's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of Texas Hometel's caged Collocation Space BellSouth shall require Texas Hometel, at Texas Hometel's expense, to remove or correct any structure that does not meet Texas Hometel's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation. Texas Hometel may allow other telecommunications carriers to share Texas Hometel's caged Collocation Space, pursuant to the terms and conditions agreed to by Texas Hometel (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to Texas Hometel. BellSouth shall be notified in writing by Texas Hometel upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by Texas Hometel that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Texas Hometel. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and Texas Hometel.

3.3.1 Texas Hometel, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Texas Hometel with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, Texas Hometel shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's Access Carrier Name Abbreviation (ACNA). A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Texas Hometel 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 Texas Hometel's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by Texas Hometel or Texas Hometel's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, Texas Hometel shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.
- 3.4.1 If Texas Hometel requests Adjacent Collocation, pursuant to the conditions stated in 3.4 above, Texas Hometel must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, Texas Hometel and Texas Hometel's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. Texas Hometel's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Texas Hometel's BellSouth Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Texas Hometel's BellSouth Certified Supplier. Texas Hometel must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access Texas Hometel's locked enclosure prior to notifying Texas Hometel at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.2 Texas Hometel must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review Texas Hometel's plans and specifications prior to the construction of an Adjacent Arrangement to ensure Texas Hometel's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from Texas Hometel for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to Texas Hometel's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Texas Hometel's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of Texas Hometel's Adjacent Arrangement, BellSouth shall require Texas Hometel, at Texas Hometel's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

3.4.3 Texas Hometel shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At Texas Hometel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at Texas Hometel's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. Texas Hometel will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Texas Hometel's BellSouth Certified Supplier shall be responsible, at Texas Hometel's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect. BellSouth will permit Texas Hometel to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). Texas Hometel shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned

by Texas Hometel. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by Texas Hometel to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where Texas Hometel's physical/virtual Collocation Spaces are contiguous in the central office, Texas Hometel will have the option of using Texas Hometel's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. Texas Hometel will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. Texas Hometel may not self-provision a Direct Connect on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) panel or LGX (Light Guide Cross-Connect) panel. Texas Hometel is solely responsible for ensuring the integrity of the signal.

- 3.5.1 To place an order for a Direct Connect, Texas Hometel must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to Texas Hometel.

- 3.6 Co-Carrier Cross Connect. A Co-Carrier Cross Connect (CCXC) is a cross connection between Texas Hometel and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit Texas Hometel to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to Texas Hometel upon Texas Hometel's request for the CCXC. Texas Hometel is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.6.1 Texas Hometel must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Texas Hometel. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. Texas Hometel shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated

telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Texas Hometel to provision the CCXC to the other collocated telecommunications carrier. In those instances where Texas Hometel's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, Texas Hometel may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Texas Hometel shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Texas Hometel shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. Texas Hometel is solely responsible for ensuring the integrity of the signal.

- 3.6.2 To place an order for a CCXC, Texas Hometel must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 of this Attachment. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Texas Hometel.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify Texas Hometel in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walk Through. Texas Hometel will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from Texas Hometel's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If Texas Hometel completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of Texas Hometel's acceptance of the Collocation Space (Space Acceptance Date). In the event Texas Hometel fails to complete an acceptance walkthrough within the fifteen (15) day

interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by Texas Homotel on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If Texas Homotel decides to occupy the Collocation Space prior to the Space Ready Date, the date Texas Homotel occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Texas Homotel must notify BellSouth in writing that its collocation equipment installation is complete. Texas Homotel's collocation equipment installation is complete, which is when Texas Homotel's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Texas Homotel's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Texas Homotel.

4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Texas Homotel may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that Texas Homotel and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Texas Homotel signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Texas Homotel jointly conduct an inspection, confirming that Texas Homotel has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B of this Attachment. BellSouth may terminate Texas Homotel's right to occupy Collocation Space in the event Texas Homotel fails to comply with any provision of this Agreement, including payment of the applicable fees contained in Exhibit B of this Attachment, for such Collocation Space.

4.4.1 Upon termination of occupancy, Texas Homotel, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Texas Homotel from the Collocation Space. Texas Homotel shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Texas Homotel's Guest(s), unless Texas Homotel's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to Texas Homotel's Termination Date.

- 4.4.2 Texas Homotel shall continue the payment of all monthly recurring charges to BellSouth until the date Texas Homotel, and if applicable Texas Homotel's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If Texas Homotel or Texas Homotel's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date BellSouth shall have the right to remove and dispose of the equipment and any other property of Texas Homotel or Texas Homotel's Guest(s), in any manner that BellSouth deems fit, at Texas Homotel's expense and with no liability whatsoever for Texas Homotel's property or Texas Homotel's Guest(s)'s property.
- 4.4.3 Upon termination of Texas Homotel's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. Texas Homotel shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by Texas Homotel, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. Texas Homotel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. Texas Homotel shall be responsible for the cost of removing any Texas Homotel constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized

databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Texas Hometel's failure to comply with this Section.
- 5.2 Terminations. Texas Hometel shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by Texas Hometel, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event Texas Hometel submits an application for terminations that will exceed the total capacity of the collocated equipment, Texas Hometel will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, Texas Hometel will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. Texas Hometel shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. Texas Hometel shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Texas Hometel's equipment,

including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Texas Hometel's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.

- 5.6 Entrance Facilities. Texas Hometel may elect to place Texas Hometel-owned or Texas Hometel leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. Texas Hometel will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. Texas Hometel will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to Texas Hometel's equipment in Texas Hometel's Collocation Space. In the event Texas Hometel utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Texas Hometel must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. Texas Hometel is responsible for the maintenance of the entrance facilities.
- 5.6.1 Microwave Transmission Facilities. At Texas Hometel's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida, Georgia and Tennessee, BellSouth shall permit Texas Hometel to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where Texas Hometel demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which Texas Hometel's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two interconnection points at each BellSouth Premises where at least two such interconnection points are available and capacity exists. Upon receipt of a request by Texas Hometel for dual entrance facilities to its physical Collocation Space, BellSouth shall provide Texas Hometel with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to Texas Hometel's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of

BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to Texas Homotel in the Application Response.

- 5.8 Shared Use. Texas Homotel may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Texas Homotel's Collocation Space within the same BellSouth Premises.
- 5.8.1 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. Texas Homotel must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the Texas Homotel-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If Texas Homotel desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from Texas Homotel authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on Texas Homotel's entrance facility.
- 5.9 Demarcation Point. BellSouth will designate the point(s) of demarcation between Texas Homotel's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. Texas Homotel shall be responsible for providing the necessary cabling and Texas Homotel's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 of this Attachment. Texas Homotel or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10, following, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.9.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Texas Homotel's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, Texas Homotel may request that the demarcation point be a Point of Termination (POT) bay in a common area within the BellSouth Premises, which Texas Homotel shall be responsible for providing and Texas Homotel's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling. Texas Homotel's BellSouth Certified Supplier shall also be responsible for installing the necessary cabling between Texas Homotel's Collocation Space and the POT bay. Texas Homotel, its agent, or Texas Homotel's BellSouth Certified Supplier must perform all required maintenance to the equipment/network facilities on its side of the demarcation point and may self-provision cross-connects

that it requires within its own Collocation Space to activate service requests. If Texas Homotel desires to avoid the use of a POT bay or any other intermediary device as contemplated by the Tennessee Regulatory Authority, BellSouth shall negotiate alternative rates, terms and conditions for such requested demarcation point.

- 5.10 Equipment and Facilities. Texas Homotel, or if required by this Attachment, Texas Homotel's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and network facilities used by Texas Homotel, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. Texas Homotel and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.11 BellSouth's Access to Collocation Space. From time to time, BellSouth may require access to Texas Homotel's Collocation Space. BellSouth retains the right to access Texas Homotel's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to Texas Homotel at least forty-eight (48) hours before access to Texas Homotel's Collocation Space is required. Texas Homotel may elect to be present whenever BellSouth performs work in the Texas Homotel's Collocation Space. The Parties agree that Texas Homotel will not bear any of the expense associated with this type of work.
- 5.11.1 In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.
- 5.11.2 Texas Homotel must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 Texas Homotel's Access. Pursuant to Section 12, Texas Homotel shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. Texas Homotel agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Texas Homotel or Texas Homotel's Guest(s) with Texas Homotel's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key

Acknowledgement Form” for keys) must be signed by Texas Hometel and returned to BellSouth Access Management within fifteen (15) days of Texas Hometel’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Texas Hometel agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Texas Hometel’s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Texas Hometel ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. Texas Hometel shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Texas Hometel’s designated Collocation Space, after receipt of the BFFO, without charge to Texas Hometel. Texas Hometel must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Texas Hometel desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Texas Hometel may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event Texas Hometel desires access to its designated Collocation Space after the first accompanied free visit and Texas Hometel’s access request form(s) has not been approved by BellSouth or Texas Hometel has not yet submitted an access request form to BellSouth, Texas Hometel shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at Texas Hometel’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Texas Hometel must request that escorted access be provided by BellSouth to Texas Hometel’s designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Texas Hometel or its approved agent or supplier requires access to the entrance manhole.
- 5.12.2 Lost or Stolen Access Devices. Texas Hometel shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of Texas Hometel’s employees, suppliers, agents or Guest(s) to return an Access Device(s), Texas Hometel shall pay for the costs of re-keying the building or deactivating the Access Device(s).
- 5.13 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Texas Hometel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any

equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the BellSouth Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Texas Homotel violates the provisions of this paragraph, BellSouth shall provide written notice to Texas Homotel, which shall direct Texas Homotel to cure the violation within forty-eight (48) hours of Texas Homotel's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.

- 5.13.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Texas Homotel fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Texas Homotel's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Texas Homotel prior to the taking of such action and BellSouth shall have no liability to Texas Homotel for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.13.2 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Texas Homotel fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Texas Homotel or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by Texas Homotel is significantly degrading the performance of other advanced services or traditional voice band services, Texas Homotel shall discontinue deployment of that technology and migrate its customers to other technologies that

will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.14 Personalty and Its Removal. Facilities and equipment placed by Texas Hometel 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 Texas Hometel at any time. Any damage caused to the Collocation Space by Texas Hometel's employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by Texas Hometel at its sole expense. If Texas Hometel decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and Texas Hometel's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill Texas Hometel the Administrative Only Application Fee associated with the type of removal activity performed by Texas Hometel, as set forth in Exhibit B. This non-recurring fee will be billed on the date that BellSouth provides an Application Response to Texas Hometel.
- 5.15 Alterations. Under no condition shall Texas Hometel or any person acting on behalf of Texas Hometel make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Texas Hometel. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1, and 7.1.4, which will be billed by BellSouth on the date that BellSouth provides Texas Hometel with an Application Response.
- 5.16 Janitorial Service. Texas Hometel shall be responsible for the general upkeep of its Collocation Space. Texas Hometel shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.
6. Ordering and Preparation of Collocation Space
- 6.1 Initial Application. For Texas Hometel's or Texas Hometel's Guest's(s') initial equipment placement, Texas Hometel shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all

of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by Texas Homotel and will be billed by BellSouth on the date BellSouth provides Texas Homotel with an Application Response.

- 6.2 Subsequent Application. In the event Texas Homotel or Texas Homotel's Guest(s) desires to modify its use of the Collocation Space after a BFFO, Texas Homotel shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 of this Attachment (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by Texas Homotel in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by Texas Homotel for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by Texas Homotel prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when Texas Homotel submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when Texas Homotel submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to Texas Homotel's physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides Texas Homotel with an Application Response.

6.3 Space Preferences. If Texas Hometel has previously requested and received a Space Availability Report for the BellSouth Premises, Texas Hometel may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate Texas Hometel's space preference(s), Texas Hometel may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides Texas Hometel with an Application Response.

6.4 Space Availability Notification.

For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Texas Hometel's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

6.4.1 If the amount of space requested is not available, BellSouth will notify Texas Hometel of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by Texas Hometel or space that is configured differently, no application fee will apply. If Texas Hometel decides to accept the available space, Texas Hometel must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Texas Hometel resubmits its application to accept the available space, BellSouth will bill Texas Hometel the appropriate application fee.

6.5 Denial of Application. If BellSouth notifies Texas Hometel that no space is available (Denial of Application), BellSouth will not assess an application fee to Texas Hometel. After notifying Texas Hometel that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow Texas Hometel, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement

or provision, BellSouth shall permit Texas Hometel to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.
- 6.7.2 When physical Collocation Space becomes available, Texas Hometel must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If Texas Hometel has originally requested caged Collocation Space and cageless Collocation Space becomes available, Texas Hometel may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that Texas Hometel wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.3 Texas Hometel may accept an amount of space less than what it originally requested by submitting an application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Texas Hometel does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described above in Section 6.7.2, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove Texas Hometel from the waiting list. Upon request, BellSouth will advise Texas Hometel as to its position on the waiting list for a particular BellSouth Premises.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website, www.interconnection.bellsouth.com, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable Texas Hometel to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Texas Hometel to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Texas Hometel submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Texas Hometel or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge Texas Hometel the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2.
- 6.11 Bona Fide Firm Order.
- 6.11.1 Texas Hometel shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a Bona Fide Firm Order (BFFO) to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after

BellSouth's Application Response to Texas Hometel's Bona Fide application or Texas Hometel's application will expire.

- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Texas Hometel's BFFO. BellSouth will acknowledge the receipt of Texas Hometel's BFFO within seven (7) days of receipt, so that Texas Hometel will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Texas Hometel. If additional space has been requested by Texas Hometel, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Texas Hometel cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major

mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

- 7.1.3 Records Only Change. When Texas Hometel adds equipment, that was originally included on Texas Hometel's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.
- 7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to Texas Hometel, when Texas Hometel requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 as an "Augment. Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by Texas Hometel. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to Texas Hometel.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

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

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

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

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

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

7.1.4.8 If Texas Hometel submits an Augment that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of

the BFFO would apply, which is the interval associated with the Intermediate Augment category).

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

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

- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. Texas Homotel shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Texas Homotel's Collocation Space. Upon request, BellSouth will provide Texas Homotel with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Texas Homotel. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, Texas Homotel may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B to this Attachment. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by Texas Homotel, such information will be provided to Texas Homotel in BellSouth's written denial of physical Collocation Space. Texas Homotel must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Texas Homotel an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Texas Homotel.
- 7.8.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.8.

- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Texas Hometel cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Texas Hometel cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Texas Hometel will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Texas Hometel up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Texas Hometel cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Texas Hometel for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. Texas Hometel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. Texas Hometel agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fees. BellSouth shall assess any non-recurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to Texas Hometel or on Texas Hometel's next scheduled monthly billing statement.
- 8.2.1 In Tennessee, the application fee for caged Collocation Space shall be the Application – Cost Planning Fee for both Initial Applications and Subsequent Applications placed by Texas Hometel. Likewise, for cageless Collocation Space, the same Cageless - Application Fee applies for both Initial Applications and Subsequent Applications placed by Texas Hometel. BellSouth will bill the appropriate non-recurring application fee on the date that BellSouth provides an Application Response to Texas Hometel.
- 8.3 Recurring Charges. If Texas Hometel has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2, billing for recurring charges will begin upon the Space Acceptance Date. In the event Texas Hometel fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Texas

Hometel occupies the space prior to the Space Ready Date, the date Texas Hometel occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Texas Hometel 's next billing cycle and will include any prorated charges for the period from Texas Hometel's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.

- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by Texas Hometel on Texas Hometel's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any Texas Hometel collocation arrangement, to verify that the total number of fused amps of power capacity installed by Texas Hometel's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by Texas Hometel on Texas Hometel's Initial Application and all Subsequent Applications. If BellSouth determines that Texas Hometel's BellSouth Certified Supplier has installed more DC capacity than Texas Hometel requested on its Initial Application and all Subsequent Applications, BellSouth shall notify Texas Hometel in writing of such discrepancy and shall assess Texas Hometel for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise Texas Hometel's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. In Florida, unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to Texas Hometel or on Texas Hometel's next scheduled monthly billing statement, if Texas Hometel's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of Texas Hometel's BFFO or on Texas Hometel's next scheduled monthly billing statement.

- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, Texas Hometel shall remit the payment of the non-recurring Firm Order Processing Fee coincident with the submission of Texas Hometel's BFFO. In Florida, the non-recurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to Texas Hometel's Collocation Space for the operation of Texas Hometel's equipment.
For caged physical Collocation Space, Texas Hometel shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is 50 square feet. Additional caged Collocation Space may be requested in increments of 50 square feet. For cageless Collocation Space, Texas Hometel 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event Texas Hometel's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, Texas Hometel shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.7 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Texas Hometel's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). When obtaining DC power from a BellSouth BDFB, Texas Hometel's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Texas Hometel's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by Texas Hometel on Texas Hometel's Initial Application and any Subsequent Applications. Texas Hometel is also responsible for

contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in Texas Hometel's Collocation Space. The BellSouth Certified Supplier contracted by Texas Hometel must provide BellSouth with a copy of the engineering power specifications prior to the day on which Texas Hometel's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and Texas Hometel's Collocation Space. Texas Hometel shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable Texas Hometel's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Texas Hometel's Collocation Space, power cable feeds, and terminations of the power cabling. Texas Hometel and Texas Hometel's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.

- 8.7.1 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit Texas Hometel to request DC power in 5-amp increments from 5 amps up to 100 amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, Texas Hometel may request that BellSouth provision DC power of 70 amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a 225-amp circuit breaker.
- 8.7.2 BellSouth will revise Texas Hometel's recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when Texas Hometel submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If Texas Hometel's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, Texas Hometel's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Section 8.7 and 8.7.1. Texas Hometel's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.
- 8.7.3 BellSouth will revise Texas Hometel's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Texas Hometel, certifying the completion of the power reduction work, including the removal of any associated power cabling by Texas Hometel's BellSouth Certified Supplier. Notwithstanding the foregoing, if Texas

Hometel's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by Texas Hometel's BellSouth Certified Supplier and Texas Hometel shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.

- 8.7.4 If Texas Hometel requests an increase or a reduction in the amount of power that BellSouth is currently providing, Texas Hometel must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the increase or reduction in power, the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to Texas Hometel's Subsequent Application.
- 8.7.5 If Texas Hometel has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Texas Hometel must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.6 If Texas Hometel elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed Texas Hometel's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for 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 Texas Hometel's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Texas Hometel's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Texas Hometel's option, Texas Hometel may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.7.7 Texas Hometel shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within Texas Hometel's arrangement and terminations of cable within the Collocation Space.
- 8.7.8 Fused Amp Billing. In all states, except as noted above in 8.7.1 for Florida, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by Texas Hometel on its application should reflect a multiplier of 1.5 to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by Texas Hometel on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of 225 amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by Texas Hometel on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B

8.7.9 Florida Power Usage Option. In Florida only, Texas Hometel may request that –48 DC power provisioned by BellSouth to Texas Hometel's Collocation Space be assessed per ampere (amp), per month based upon amps used, pursuant to the rates set forth in Exhibit B of this Attachment. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Texas Hometel desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Texas Hometel to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power Texas Hometel requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on Texas Hometel's Initial Application or Subsequent Application. BellSouth shall allow Texas Hometel, at Texas Hometel's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by Texas Hometel. BellSouth is not required to build its central office power infrastructure to meet Texas Hometel's forecasted DC power demand. Texas Hometel must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement Texas Hometel converts to the FL Option or for any new collocation arrangements Texas Hometel establishes under the FL Option.

8.7.9.1 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Texas Hometel's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by Texas Hometel's collocation arrangement. BellSouth may perform its own meter reading(s)

via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by Texas Homotel for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust Texas Homotel's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.

- 8.7.9.2 BellSouth shall assess Texas Homotel a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B of this Attachment. Texas Homotel shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by Texas Homotel. The requested change in DC power usage will be reflected in Texas Homotel's next scheduled monthly billing cycle.
- 8.7.10 Tennessee Caged Collocation Power Usage Metering Option. In Tennessee only, Texas Homotel may request that DC power provisioned by BellSouth to Texas Homotel's caged Collocation Space be assessed pursuant to the Tennessee Regulatory Authority's Power Usage Metering Option (hereinafter "TN Option"). If Texas Homotel chooses the TN Option, BellSouth will assess Texas Homotel for -48V DC power using the following two components: (1) the actual measured AC usage, and (2) the DC power plant infrastructure provisioned by BellSouth to support the total number of fused amps of DC power requested by Texas Homotel on Texas Homotel's Initial Collocation Application and all Subsequent Collocation Applications. These monthly recurring power charges will be assessed by BellSouth on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3. If Texas Homotel desires to convert an existing caged collocation arrangement to the TN Option, then the monthly recurring power charges that are applicable to the TN Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by Texas Homotel to convert an existing caged collocation arrangement to the TN Option.
- 8.7.10.1 BellSouth, or its BellSouth Certified Supplier, will perform all metering activities, which will include providing the necessary ammeter or other measurement device, to measure the actual power usage (AC usage) being drawn by Texas Homotel's collocation equipment on both the A and B power feeds. The AC Usage component of the DC power charge will be based upon the sum of either the instantaneous or busy hour average electric current readings, depending on the capabilities of the ammeter or other measurement device. Texas Homotel may, at its sole cost and expense, install its own meters on those BDFBs located in its own caged Collocation Space(s) and may notify BellSouth if it would like to offer BellSouth the option of using such meters for the purposes of measuring Texas Homotel's actual power usage.

In such case, BellSouth, or its BellSouth Certified Supplier, will have the option of reading and recording the actual power usage from either the meter installed or maintained by Texas Homotel on Texas Homotel's own BDFB(s) or via a BellSouth provided measurement device. The usage reading for the option elected by BellSouth shall be used for purposes of calculating the DC power usage billing.

8.7.10.2 If BellSouth, or its BellSouth Certified Supplier, requires access to Texas Homotel's caged Collocation Space(s) for purposes of measuring the power usage, BellSouth or its BellSouth Certified Supplier shall provide Texas Homotel with a minimum of forty-eight (48) hours notice that access is required. Texas Homotel shall respond to such request for access within twenty-four (24) hours for the purpose of establishing the date and time of access to Texas Homotel's caged Collocation Space(s). Once the date and time of access to Texas Homotel's caged Collocation Space(s) has been agreed upon, Texas Homotel and BellSouth, or its BellSouth Certified Supplier, shall adhere to the agreed upon date and time, or provide a minimum of twenty-four (24) hours notice to the other Party if the original appointment(s) will be missed or must be canceled and rescheduled. If Texas Homotel fails to provide access to its caged Collocation Space(s) or fails to provide BellSouth, or its BellSouth Certified Supplier, with sufficient notification of the missed appointment(s), as noted above, then Texas Homotel shall pay the non-recurring "Additional Meter Reading Trip Charge", as set forth in Exhibit B of this Attachment, for each additional meter reading trip that must be rescheduled to measure Texas Homotel's power usage for such caged Collocation Space(s). Texas Homotel and the BellSouth Certified Supplier may jointly agree to less stringent notification requirements to address, for example, any service interruption or restoration of service situations, on a location-by-location basis.

8.7.10.3 For each new caged collocation arrangement for which Texas Homotel desires the TN Option, Texas Homotel shall indicate on Texas Homotel's Initial Application that the TN Option is being selected. For each location that Texas Homotel wishes to convert to the TN Option, Texas Homotel will submit a Subsequent Application and agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is Texas Homotel's certification that Texas Homotel is opting to convert this caged collocation arrangement to the TN Option and will permit BellSouth, or the BellSouth Certified Supplier, to measure its actual power usage on all power feeds.

8.7.10.4 BellSouth will bill Texas Homotel a Power Reconfiguration Only Application Fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application submitted by Texas Homotel requesting to convert a caged collocation arrangement to the TN Option. BellSouth shall then arrange for the measurement of Texas Homotel's actual power usage on each power feed (each A and B power feed) once each quarter at each of Texas Homotel's caged collocation arrangements for which Texas Homotel has submitted an

Initial or Subsequent Application electing the TN Option. Based upon the actual power usage measurement taken by BellSouth or the BellSouth Certified Supplier, BellSouth shall assess Texas Hometel for AC power usage for the following quarter based upon Texas Hometel's actual metered usage for each power feed (both the A and B power feeds) or a minimum of ten (10) amps of -48V DC power usage for the sum of the A and B feeds for each power cable, whichever is greater. Such usage shall then be multiplied by the AC power consumption rate, set forth in Exhibit B of this Attachment, to determine the appropriate monthly recurring AC Usage charge that will be billed to Texas Hometel for the following three (3) months or until the next AC power usage measurement is taken, whichever is later.

- 8.7.10.5 Either Party, within fifteen (15) days of notice of the usage measurement established by the scheduled meter reading, may challenge the accuracy of that reading by requesting a new reading. If Texas Hometel requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken, then Texas Hometel will be responsible for paying the "Additional Meter Reading Trip Charge" contained in Exhibit B of this Attachment. If BellSouth requests a power usage reading be taken in this instance, then Texas Hometel will not be charged the "Additional Meter Reading Trip Charge" for the unscheduled meter reading. If the readings vary by more than ten (10) % or five (5) Amps, whichever is greater, the Parties shall work cooperatively to reconcile such discrepancies and establish the appropriate usage figure in a reasonable and expeditious manner. If the readings do not vary outside these ranges, the initial reading will be used to calculate Texas Hometel's AC Usage charge for the next three (3) months.
- 8.7.10.6 In the event BellSouth elects to measure Texas Hometel's power using Texas Hometel's BDFB meter, then BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of Texas Hometel's BDFB meter by performing its own meter reading via an alternate method, such as, but not limited to, an ammeter. If the meter readings vary significantly, the Parties agree to perform a joint investigation. If Texas Hometel's BDFB meter is found to be in error, then Texas Hometel agrees to recalibrate, repair, or replace its meter as required. The Parties recognize that the meter readings discussed in this Attachment are instantaneous readings that can experience minor fluctuations due to usage traffic, voltage fluctuations, and calibration of the meters themselves. The readings must vary by more than ten (10) % or five (5) Amps, whichever is greater, before any recalibration, repair, or replacement will be required. If the BellSouth reading is substantiated, BellSouth shall adjust Texas Hometel's billing retroactive to the beginning of the quarter for which the last meter reading was taken.
- 8.7.10.7 When Texas Hometel submits the appropriate Initial or Subsequent Application indicating its desire to elect the TN Option for a specific caged collocation arrangement in a particular BellSouth Premises, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the

responsibility of Texas Hometel to submit a BFFO, indicating its desire to proceed with its request to elect the TN Option. After BellSouth receives the BFFO from Texas Hometel, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and Texas Hometel will be notified of the Space Ready Date or when the appropriate record and database changes have been made by BellSouth to reflect Texas Hometel's election of the TN Option (which will be considered the "Space Ready Date" for purposes of a Subsequent Application submitted to convert a specific caged collocation arrangement in a particular BellSouth Premises to the TN Option). BellSouth will not permit Texas Hometel to elect an earlier Space Acceptance Date than the Space Ready Date for any request submitted via a Subsequent Application for an existing caged collocation arrangement. When a Subsequent Application is used to elect the TN Option and there are no other changes requested, billing for the recurring charges associated with the AC Usage and DC Power Infrastructure components will begin upon the Space Ready Date. If Texas Hometel occupies the space prior to the Space Ready Date, for Initial Application requests only, the date Texas Hometel occupies the space will be deemed the new Space Acceptance Date and billing for the AC Usage and DC Power Infrastructure components will begin on that date. When Texas Hometel elects to move to the TN Option, the number of fused amps of DC Power infrastructure capacity requested by Texas Hometel on its Initial or Subsequent Application will be used for calculating the number of amps to be billed for the AC Usage component until such time as BellSouth or its BellSouth Certified Supplier can perform, under the currently existing quarterly meter reading schedule, a reading of Texas Hometel's power usage for the requested caged Collocation Space. As soon as this reading has been taken, BellSouth will adjust Texas Hometel's billing accordingly to reflect the actual metered usage back to the Space Acceptance Date. BellSouth will also use this reading for billing purposes until the next quarterly meter reading is performed by BellSouth or its BellSouth Certified Supplier.

- 8.7.10.8 BellSouth shall assess Texas Hometel the monthly recurring charge as set forth in Exhibit B of this Attachment for BellSouth's power plant infrastructure component of the DC power charges based upon the number of fused DC power amps requested by Texas Hometel, as reflected by Texas Hometel on its Initial Application, as well as any Subsequent Applications (i.e., augment applications), for the particular caged collocation arrangement(s) converted to the TN Option or any new caged collocation arrangement(s) for which Texas Hometel has chosen the TN Option.
- 8.7.10.9 Texas Hometel agrees to submit a Subsequent Application to notify BellSouth when Texas Hometel has removed or installed telecommunications equipment in Texas Hometel's physical Collocation Space to ensure that Texas Hometel's existing fused DC power capacity is sufficiently engineered to accommodate the power requirements associated with the installation of additional equipment in Texas Hometel's Collocation Space. An associated change in power usage will be reflected in the next quarterly power measurement billing cycle.

- 8.7.10.10 BellSouth will bill Texas Hometel a monthly recurring charge per caged Collocation Space for each arrangement that Texas Hometel has converted to the TN Option or has elected the TN Option for new caged Collocation Space. This “Meter Reading” monthly recurring rate element will be assessed to Texas Hometel for the first twelve (12) power circuits (each A and B feed counts as two circuits), and then for each additional two (2) circuits, read by BellSouth or its BellSouth Certified Supplier, at the rates set forth in Exhibit B of this Attachment and based on whether the power meter is provided by BellSouth or its BellSouth Certified Supplier or Texas Hometel.
- 8.7.11 In Alabama and Louisiana, Texas Hometel has the option to purchase power directly from an electric utility company. Under such option, Texas Hometel is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Texas Hometel. Texas Hometel’s BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If Texas Hometel currently has power supplied by BellSouth, Texas Hometel may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by Texas Hometel in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.7.12 In South Carolina, Texas Hometel has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, Texas Hometel is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Texas Hometel. Texas Hometel’s BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing this power arrangement, just as BellSouth is required to comply with these codes. Texas Hometel must submit an application to BellSouth for the appropriate amount of Collocation Space that Texas Hometel requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of Texas Hometel’s power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state

and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a competitive local exchange carrier (CLEC) that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. Texas Homotel shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. Texas Homotel would have the option to order its power needs directly from BellSouth.

- 8.7.13 In Alabama and Louisiana, if Texas Homotel has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, Texas Homotel must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, Texas Homotel will submit a Subsequent Application and the appropriate application fee will apply.
- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of Texas Homotel's BFFO.
- 8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to Texas Homotel in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of 3,600 records per request. The fiber cable record charge is for a maximum of 99 records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of Texas Homotel's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of Texas Homotel's BFFO.
- 8.10 Security Escort. After Texas Homotel has used its one accompanied site visit, pursuant to Section 5.12.1, and prior to Texas Homotel's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Texas Homotel's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Texas Homotel shall pay for such half-hour charges

in the event Texas Homotel's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 Texas Homotel shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 Texas Homotel shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Texas Homotel's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 Texas Homotel may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to Texas Homotel, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Texas Homotel 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 of Texas Homotel's property has been removed from BellSouth's Premises, whichever period is

longer. If Texas Hometel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Texas Hometel.

- 9.5 Texas Hometel shall submit certificates of insurance reflecting the coverage required pursuant to this Section within 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. Texas Hometel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Texas Hometel's insurance company. Texas Hometel shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

- 9.6 Texas Hometel must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If Texas Hometel's net worth exceeds five hundred million dollars (\$500,000,000.00), Texas Hometel may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Texas Hometel 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 Texas Hometel in the event that self-insurance status is not granted to Texas Hometel. If BellSouth approves Texas Hometel for self-insurance, Texas Hometel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Texas Hometel's corporate officers. The ability to self-insure shall continue so long as the Texas Hometel meets all of the requirements of this Section. If Texas Hometel subsequently no longer satisfies the requirements of this Section, Texas Hometel is required to purchase insurance as indicated by Section 9.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Texas Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises

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

10. Mechanics Lien

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

11. Inspections

- 11.1 BellSouth may conduct an inspection of Texas Hometel's equipment and facilities in Texas Hometel's Collocation Space(s) prior to the activation of facilities and/or services between Texas Hometel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Texas Hometel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Texas Hometel 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 inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Texas Hometel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Texas Hometel employee hired in the past five years being considered for work on a BellSouth Premises, for the states/counties where the Texas Hometel 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. Texas Hometel shall not be required to perform this investigation if an affiliated company of Texas Hometel has performed an investigation of the Texas Hometel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Texas Hometel has performed a pre-employment statewide investigation of criminal history records of the Texas Hometel employee for the states/counties where the Texas Hometel employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Texas Hometel will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 Texas Hometel shall provide its employees and agents with picture identification, which must be worn and visible at all times while in Texas Hometel's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Texas Hometel's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of Texas Hometel not possessing identification issued by Texas Hometel or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Texas Hometel shall hold BellSouth harmless for any damages resulting from such removal of Texas Hometel's personnel from a BellSouth Premises. Texas Hometel shall be solely responsible for ensuring that any Guest(s) of Texas Hometel is in compliance with all subsections of this Section.
- 12.4 Texas Hometel shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Texas Hometel shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of Texas Hometel's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Texas Hometel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Texas Hometel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Texas Hometel shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Texas Hometel shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Texas Hometel employee or agent hired by Texas Hometel within the last five years, who requires access to a BellSouth Premises to perform work in Texas Hometel Collocation Space(s), Texas Hometel shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the

employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Texas Homotel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Texas Homotel may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.

- 12.5.1 For all other Texas Homotel employees requiring access to a BellSouth Premises pursuant to this Attachment, Texas Homotel shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Texas Homotel shall promptly remove from the BellSouth Premises any employee of Texas Homotel that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Texas Homotel is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Texas Homotel's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Texas Homotel's Security representative of such interview. Texas Homotel and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Texas Homotel's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Texas Homotel for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Texas Homotel's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Texas Homotel for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Texas Homotel's employees, agents, suppliers, or Guests and where Texas Homotel agrees, in good faith, with the results of such investigation. Texas Homotel shall notify BellSouth in writing immediately in the event that Texas Homotel discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. Texas Homotel shall hold BellSouth harmless for any damages resulting from such removal of Texas Homotel's personnel from a BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Collocation Space

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

Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date 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 a 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 Texas Hometel shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Texas Hometel 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 National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Texas Hometel shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Texas Hometel should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Texas Hometel to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Texas Hometel will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Texas Hometel when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Texas Hometel space with proper notification. BellSouth reserves the right to stop any Texas Hometel work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by Texas Hometel are owned by and considered the property of Texas Hometel. Texas Hometel 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 Texas Hometel or different hazardous materials

used by Texas Hometel at a BellSouth Premises. Texas Hometel must demonstrate adequate emergency response capabilities for the materials used by Texas Hometel or remaining at a BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Texas Hometel to BellSouth.
 - 1.7 Coordinated Environmental Plans and Permits. BellSouth and Texas Hometel 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 Texas Hometel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Texas Hometel must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
 - 1.8 Environmental and Safety Indemnification. BellSouth and Texas Hometel 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 employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Texas Hometel 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. Texas Hometel further agrees to cooperate with BellSouth to ensure that Texas Hometel's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by Texas Hometel, its employees, agents, suppliers, and/or Guests.
 - 2.2 The most current version of the reference documentation must be requested from Texas Hometel's BellSouth Regional Contract Manager (RCM).

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

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

3. DEFINITIONS

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

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

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Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

4. ACRONYMS

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

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4
Remote Site Collocation

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EXHIBIT A ENVIRONMENTAL AND SAFETY PRINCIPLES

EXHIBIT B RATES

BELLSOUTH

REMOTE SITE COLLOCATION

1. Scope of Attachment

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when Texas Homotel is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location ("Remote Collocation Space") pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "BellSouth Premises"). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Texas Homotel Remote Collocation Space on rates, terms, and conditions that are just, reasonable, non-discriminatory, and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow Texas Homotel to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Texas Homotel and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of bays specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel's growth within a two-year period.

- 1.3.2 In the state of Florida, the number of bays specified by Texas Hometel may contemplate a request for space sufficient to accommodate Texas Hometel's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies Texas Hometel that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Texas Hometel's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Texas Hometel. Texas Hometel agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Texas Hometel. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Texas Hometel as above, Texas Hometel shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Texas Hometel in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Texas Hometel will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. Texas Hometel shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Texas Hometel's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) in accordance with the Act and FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. . For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

1:8 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

2.1 Space Availability Optional Report. Upon request from Texas Hometel, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from Texas Hometel for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4. If Texas Hometel is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, Texas Hometel may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, Texas Hometel should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. Texas Hometel should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request. BellSouth will make commercially reasonable efforts to respond in ten (10) days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify Texas Hometel and inform Texas Hometel of the time frame under which it can respond.

2.2 Remote Terminal Information. Upon request, BellSouth will provide Texas Hometel with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a Texas Hometel request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Texas Hometel, up to a maximum of thirty (30) wire centers per Texas Hometel request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) Texas Hometel agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one CD.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow Texas Hometel to collocate Texas Hometel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Texas Hometel to have direct access to Texas Hometel's equipment and facilities in accordance with Section 5.8. BellSouth shall make cageless collocation available in single bay increments. Except where Texas Hometel's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Texas Hometel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 following.
- 3.2 Caged Collocation. At Texas Hometel's option and expense, Texas Hometel may arrange with a Supplier certified by BellSouth ("BellSouth Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, Texas Hometel and Texas Hometel's BellSouth Certified Supplier must comply with the more stringent local building code requirements. Texas Hometel's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at Texas Hometel's expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for Texas Hometel's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. Texas Hometel's BellSouth Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Hometel's BellSouth Certified Supplier. Texas Hometel must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Texas Hometel's locked enclosure prior

to notifying Texas Hometel at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to Texas Hometel's Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for Texas Hometel.

- 3.2.1 BellSouth may elect to review Texas Hometel's plans and specifications, if Texas Hometel has indicated its desire to have Texas Hometel's BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure Texas Hometel's compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify Texas Hometel of its desire to execute this review in BellSouth's Application Response to Texas Hometel's application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for Texas Hometel to place a firm order for the Remote Collocation Space it is requesting. If Texas Hometel's application does not indicate their desire to construct their own enclosure and Texas Hometel subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then Texas Hometel will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of Texas Hometel's plans and specifications. Regardless of whether or not BellSouth elects to review Texas Hometel's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of Texas Hometel's written notification that the enclosure has been completed. BellSouth shall require Texas Hometel, at Texas Hometel's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Texas Hometel's caged Remote Collocation Space, any structure that does not meet Texas Hometel's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.
- 3.3 Shared Caged Collocation. Texas Hometel may allow other telecommunications carriers to sublease Texas Hometel's Remote Collocation Space pursuant to terms and conditions agreed to by Texas Hometel ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Texas Hometel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Texas Hometel that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Texas Hometel.

- 3.3.1 Texas Homotel, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Texas Homotel with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Texas Homotel shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services, and/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Texas Homotel 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 Texas Homotel's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement ("Adjacent Arrangement") on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by Texas Homotel and in conformance with BellSouth's design and construction specifications. Further, Texas Homotel shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Adjacent Arrangement.
- 3.4.1 Should Texas Homotel elect Adjacent Collocation, Texas Homotel must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, Texas Homotel and Texas Homotel's BellSouth Certified Supplier must comply with local

building code requirements. Texas Homotel's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. Texas Homotel's BellSouth Certified Supplier shall bill Texas Homotel directly for all work performed for Texas Homotel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Homotel's BellSouth Certified Supplier. Texas Homotel must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Texas Homotel's locked enclosure prior to notifying Texas Homotel at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.

- 3.4.2 Texas Homotel must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review Texas Homotel's plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of Texas Homotel's written notification that the Adjacent Arrangement has been completed. BellSouth shall require Texas Homotel, at Texas Homotel's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of Texas Homotel's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.
- 3.4.3 Texas Homotel shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Texas Homotel'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. In Alabama and Louisiana, at Texas Homotel's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. Texas Homotel will pay for any and all (100%) DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. Texas Homotel's BellSouth Certified Supplier shall be

responsible, at Texas Homotel's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-Carrier Cross-Connects (CCXC's). A Co-Carrier Cross Connect (CCXC) is a cross connection between Texas Homotel and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit Texas Homotel to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. Texas Homotel is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.5.1 Texas Homotel must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by Texas Homotel. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. Texas Homotel shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. . There will be a recurring charge per linear foot, per cable, of the common cable support structure used by Texas Homotel to provision the CCXC to the other collocated telecommunications carrier. In those instances where Texas Homotel's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, Texas Homotel may use its own technicians to install the co-carrier cross connects using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. Texas Homotel shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. Texas Homotel shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) panel or LGX (Light Guide Cross-connect) panel. Texas Homotel is solely responsible for ensuring the integrity of the signal.
- 3.5.2 To place an order for a CCXC, Texas Homotel must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect Application Fee for a

CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to Texas Homotel.

4. Occupancy

4.1 Space Ready Date. BellSouth will notify Texas Homotel in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date").

4.2 Acceptance Walk Through. Texas Homotel will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies Texas Homotel that Remote Collocation Space is ready for occupancy ("Space Ready Date"). BellSouth will correct any deviations to Texas Homotel's original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If Texas Homotel completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of Texas Homotel's acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that Texas Homotel fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Texas Homotel on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If Texas Homotel decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date Texas Homotel occupies the space is deemed the Space Acceptance Date and billing will begin from that date. Texas Homotel must notify BellSouth in writing that its collocation equipment installation is complete. Texas Homotel's collocation equipment installation is complete, which is when Texas Homotel's equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to Texas Homotel's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from Texas Homotel.

4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Texas Homotel may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date Texas Homotel and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that Texas Homotel signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of

the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and Texas Hometel jointly conduct an inspection, which confirms that Texas Hometel has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate Texas Hometel's right to occupy the Remote Collocation Space in the event Texas Hometel fails to comply with any provision of this Agreement, for such Remote Collocation Space..

- 4.4.1 Upon termination of occupancy, Texas Hometel, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. Texas Hometel shall have thirty (30) days from the BFFO date ("Termination Date") to complete such removal, including the removal of all equipment and facilities of Texas Hometel's Guest(s), unless Texas Hometel's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to Texas Hometel's Termination Date.
- 4.4.2 Texas Hometel shall continue payment of all monthly recurring charges to BellSouth until the date Texas Hometel, and if applicable Texas Hometel's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If Texas Hometel or Texas Hometel's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of Texas Hometel or Texas Hometel's Guest(s), in any manner that BellSouth deems fit, at Texas Hometel's expense and with no liability whatsoever for Texas Hometel's property or Texas Hometel's Guest(s)'s property.
- 4.4.3 Upon termination of Texas Hometel's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Texas Hometel shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by Texas Hometel, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, Texas Hometel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. Texas Hometel shall be responsible for the cost of removing any Texas Hometel constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). Equipment is necessary

for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on Texas Hometel's failure to comply with this Section.
 - 5.1.2.1 All Texas Hometel equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Texas Hometel shall identify to BellSouth whenever Texas Hometel submits a Method of Procedure ("MOP") adding equipment to Texas Hometel's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in Texas Hometel's Remote Collocation Space. Texas Hometel shall submit a copy of the list of any lien holders or other entities that have a financial interest to Texas Hometel's ATCC Representative.
- 5.2 No Marketing. Texas Hometel shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 Equipment Identification. Texas Homotel shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of Texas Homotel's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify Texas Homotel's equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. Texas Homotel may elect to place Texas Homotel-owned or Texas Homotel-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Texas Homotel will provide and place copper cable through conduit from the Remote Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. Texas Homotel must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. Texas Homotel is responsible for maintenance of the entrance facilities that terminate into Texas Homotel's Remote Collocation Space.
- 5.5 Shared Use. Texas Homotel may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to Texas Homotel's Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Texas Homotel's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Texas Homotel or its agent must perform all required maintenance to Texas Homotel equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following.
- 5.7 Equipment and Facilities. Texas Homotel, or if required by this Attachment, Texas Homotel's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by Texas Homotel which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. Texas Homotel and its selected BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location

modifications. Except in case of emergency, BellSouth will give notice to Texas Homotel at least forty-eight (48) hours before access to the Remote Collocation Space is required. Texas Homotel may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that Texas Homotel will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.

5.9 Customer Access. Pursuant to Section 12, Texas Homotel shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Texas Homotel agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Texas Homotel or Texas Homotel's Guest(s) with Texas Homotel's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by Texas Homotel and returned to BellSouth Access Management within fifteen (15) days of Texas Homotel's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. Texas Homotel agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of Texas Homotel's employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with Texas Homotel ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. Texas Homotel shall pay all applicable charges associated with lost or stolen Access Devices.

5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one hour, to Texas Homotel's designated Remote Collocation Space, after receipt of the BFFO, without charge to Texas Homotel. Texas Homotel must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date Texas Homotel desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Texas Homotel may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event Texas Homotel desires access to its designated Remote Collocation Space after the first accompanied free visit and Texas Homotel's access request form(s) has not been approved by BellSouth or Texas Homotel has not yet submitted an access request form to BellSouth, Texas Homotel shall be permitted to access the Remote Collocation Space accompanied by a

BellSouth security escort, at Texas Hometel's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. Texas Hometel must request that escorted access be provided by BellSouth to Texas Hometel's designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever Texas Hometel or its approved agent or supplier requires access to the entrance manhole.

- 5.10 Lost or Stolen Access Keys. Texas Hometel shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Texas Hometel shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Texas Hometel 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 and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications routed through the Remote Site; 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 Texas Hometel violates the provisions of this paragraph, BellSouth shall provide written notice to Texas Hometel, which shall direct Texas Hometel to cure the violation within forty-eight (48) hours of Texas Hometel's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.
- 5.11.1 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 Texas Hometel fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to Texas Hometel's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to Texas Hometel prior to the taking of such action and BellSouth shall have no liability to Texas Hometel for any damages arising from such

action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.11.2 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Texas Homotel fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to Texas Homotel or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by Texas Homotel is significantly degrading the performance of other advanced services or traditional voice band services, Texas Homotel shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47CFR, Section 51.230 of the FCC’s Rules, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and Its Removal. Facilities and equipment placed by Texas Homotel in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by Texas Homotel at any time. Any damage caused to the Remote Collocation Space by Texas Homotel’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by Texas Homotel at its sole expense.
- 5.13 Alterations. Under no condition shall Texas Homotel or any person acting on behalf of Texas Homotel make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Texas Homotel. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides Texas Homotel with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. Texas Homotel shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Texas Homotel shall

be responsible for removing any of Texas Hometel's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to Texas Hometel and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 Remote Site Application. When Texas Hometel or Texas Hometel's Guest(s) desires to install a bay in a Remote Site Location, Texas Hometel shall input a BellSouth Physical Expanded Interconnection Application Document ("Application") directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by Texas Hometel and will be billed on the date BellSouth provides Texas Hometel with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7, within an existing bay, does not require an Application.
- 6.3 Availability of Space. Upon submission of an Application, BellSouth will permit Texas Hometel to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section, in which case, virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Texas Hometel of the amount that is available.
- 6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. . In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when Texas Hometel's Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Texas Hometel of the amount of space that is available and no Application

fee will apply. When BellSouth's response includes an amount of space less than that requested by Texas Homotel or space that is configured differently, no Application Fee shall apply. If Texas Homotel decides to accept the available space, Texas Homotel must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When Texas Homotel resubmits its Application to accept the available space, BellSouth will bill Texas Homotel the appropriate Application Fee.

- 6.5 Denial of Application. If BellSouth notifies Texas Homotel that no space is available (Denial of Application), BellSouth will not assess an Application Fee to Texas Homotel. After notifying Texas Homotel that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Texas Homotel, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Texas Homotel to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become available, BellSouth will

notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.

- 6.7.2 When Remote Collocation Space becomes available, Texas Hometel must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If Texas Hometel has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Texas Hometel may refuse such space and notify BellSouth in writing, within the thirty (3) day timeframe referenced above, that Texas Hometel wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. Texas Hometel may accept an amount of space less than what it originally requested by submitting an Application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Texas Hometel does not submit an Application or notify BellSouth in writing within the thirty (3) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove Texas Hometel from the waiting list. Upon request, BellSouth will advise Texas Hometel as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, www.interconnection.bellsouth.com, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable Texas Hometel to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8. When Texas Hometel submits ten (10) or more Applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available,

BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable Texas Homotel to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Texas Homotel or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge Texas Homotel the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 6.11 Bona Fide Firm Order.
- 6.11.1 Texas Homotel shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to Texas Homotel's Bona Fide Application or Texas Homotel's Application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of Texas Homotel's BFFO. BellSouth will acknowledge the receipt of Texas Homotel's BFFO within seven (7) days of receipt, so that Texas Homotel will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.
7. Construction and Provisioning
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by Texas Homotel. If additional space has been requested by Texas Homotel, BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty five (45)

days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and Texas Homotel cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Texas Homotel with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Texas Homotel will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.
- 7.4 Use of BellSouth Certified Supplier. Texas Homotel shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction,

engineering (as specified in TR 73503), installation, and removal work. Texas Hometel, if a BellSouth Certified Supplier, or Texas Hometel's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, Texas Hometel must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide Texas Hometel with a list of BellSouth Certified Suppliers, upon request. Texas Hometel, if a BellSouth Certified Supplier, or Texas Hometel's BellSouth Certified Supplier(s) shall be responsible for installing Texas Hometel's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Texas Hometel upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by Texas Hometel, the BellSouth Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by Texas Hometel's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to Texas Hometel or any supplier proposed by Texas Hometel and will not unreasonably withhold certification. All work performed by or for Texas Hometel shall conform to generally accepted industry standards.

- 7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Texas Hometel shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service Texas Hometel's Remote Collocation Space. Upon request, BellSouth will provide Texas Hometel with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by Texas Hometel. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.6 Virtual to Physical Remote Collocation Space Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations and physical Remote Collocation Space has subsequently become available, Texas Hometel may relocate its existing virtual Remote Collocation Space(s) to physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by Texas Hometel, such information will be provided to Texas Hometel in BellSouth's written denial of physical Remote Collocation Space. To the extent that (i) physical Remote Collocation Space becomes available to Texas Hometel within one hundred eighty (180) days of BellSouth's written denial of Texas Hometel's request for physical Remote Collocation Space, (ii) BellSouth had

knowledge that the Remote Collocation Space was going to become available, and (iii) Texas Hometel was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then Texas Hometel may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. Texas Hometel must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.

- 7.6.1 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.7 Virtual to Physical Conversion (In-Place). Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; 2) the conversion of the virtual Remote Collocation Space will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and 3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill Texas Hometel an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to Texas Hometel.
- 7.7.1 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.7.
- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, Texas Hometel cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if Texas Hometel cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, Texas Hometel will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of Texas Hometel up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if Texas Hometel

cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill Texas Hometel for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.

7.9 Licenses. Texas Hometel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

8.1 Rates. Texas Hometel agrees to pay the rates and charges identified in Exhibit B attached hereto.

8.2 Recurring Charges. If Texas Hometel has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event Texas Hometel fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If Texas Hometel occupies the space prior to the Space Ready Date, the date Texas Hometel occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in Texas Hometel's next billing cycle and will include any prorated charges for the period from Texas Hometel's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2, to the date the bill is issued by BellSouth.

8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate non-recurring Application Fee on the date that BellSouth provides an Application Response to Texas Hometel.

8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power Texas Hometel's equipment. Texas Hometel shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.

- 8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for Texas Hometel's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section 8.4. If the power requirements for Texas Hometel's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise Texas Hometel's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by Texas Hometel's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from Texas Hometel certifying the completion of the power reduction, including the removal of the power cabling by Texas Hometel's BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by Texas Hometel's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. Texas Hometel's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At Texas Hometel's option, Texas Hometel may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.7 Security Escort. After Texas Hometel has used its one accompanied site visit, pursuant to Section 5.9.1, and prior to Texas Hometel's completion of the BellSouth Security Training requirements, contained in Section 12 of this Agreement, a security escort will be required when Texas Hometel's employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and Texas Hometel shall pay for such half-hour charges in the event Texas Hometel's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B of this Attachment, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 Texas Hometel shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies

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licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.

- 9.2 Texas Homotel shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Texas Homotel's real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.
- 9.2.4 Texas Homotel may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Texas Homotel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Texas Homotel 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 a BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of Texas Homotel's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Texas Homotel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Texas Homotel.
- 9.5 Texas Homotel shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Texas Homotel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from Texas Homotel's insurance company. Texas

Hometel shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

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

9.6 Texas Hometel must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

9.7 Self-Insurance. If Texas Hometel's net worth exceeds five hundred million dollars (\$500,000,000.00), Texas Hometel may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2. Texas Hometel shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Texas Hometel in the event that self-insurance status is not granted to Texas Hometel. If BellSouth approves Texas Hometel for self-insurance, Texas Hometel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Texas Hometel's corporate officers. The ability to self-insure shall continue so long as Texas Hometel meets all of the requirements of this Section. If Texas Hometel subsequently no longer satisfies the requirements of this Section, Texas Hometel is required to purchase insurance as indicated by Section 9.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to Texas Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

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

10. Mechanics Liens

10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or Texas Hometel), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the

other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Texas Homotel's equipment and facilities in Texas Homotel's Remote Collocation Space(s) prior to the activation of facilities and/or services between Texas Homotel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Texas Homotel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Texas Homotel 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 inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Texas Homotel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Texas Homotel employee hired in the past five years being considered for work on a BellSouth Remote Site Location, for the states/counties where the Texas Homotel 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. Texas Homotel shall not be required to perform this investigation if an affiliated company of Texas Homotel has performed an investigation of the Texas Homotel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Texas Homotel has performed a pre-employment statewide investigation of criminal history records of the Texas Homotel employee for the states/counties where the Texas Homotel employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Texas Homotel will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at www.interconnection.bellsouth.com/guides.
- 12.3 Texas Homotel shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in Texas Homotel's Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Texas Homotel's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Texas Homotel not possessing identification issued by Texas Homotel or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Texas Homotel shall hold BellSouth harmless for any damages resulting from such removal of Texas Homotel's personnel from BellSouth Remote Site Location. Texas Homotel shall be solely responsible for

ensuring that any Guest(s) of Texas Homotel is in compliance with all subsections of this Section.

- 12.4 Texas Homotel shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Texas Homotel shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any of Texas Homotel's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event Texas Homotel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Texas Homotel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Texas Homotel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Texas Homotel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Texas Homotel employee or agent hired by Texas Homotel within five years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in Texas Homotel's Remote Collocation Space(s), Texas Homotel shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Texas Homotel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Texas Homotel may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other Texas Homotel employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Texas Homotel shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, Texas Homotel shall promptly remove from the BellSouth Remote Site Location any employee of Texas Homotel that BellSouth does not wish to grant access to a Remote Site Location: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of Texas Homotel is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview Texas Homotel's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or Remote Site Location or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Texas Homotel's Security representative of such interview. Texas Homotel and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Texas Homotel's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill Texas Homotel for all reasonable costs associated with investigations involving its employees, agents, or suppliers, or Guests if it is established and mutually agreed in good faith that Texas Homotel's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill Texas Homotel for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of Texas Homotel's employees, agents, suppliers, or Guests and where Texas Homotel agrees, in good faith, with the results of such investigation. Texas Homotel shall notify BellSouth in writing immediately in the event that Texas Homotel discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from a BellSouth Premises or Remote Site Location, any employee found to have violated the security and safety requirements of this Section. Texas Homotel shall hold BellSouth harmless for any damages resulting from such removal of Texas Homotel's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Remote Collocation Space

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

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this

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

15. Nonexclusivity

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

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Texas Hometel 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 National Fire Protection Association (NFPA) NEC and National Electric Safety Codes (NESC) ("Applicable Laws") requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Texas Hometel shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Texas Hometel should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Texas Hometel to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Texas Hometel will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Texas Hometel when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect Texas Hometel's Remote Collocation Space with proper notification. BellSouth reserves the right to stop any Texas Hometel work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by Texas Hometel are owned by and considered the property of Texas Hometel. Texas Hometel 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 Texas Hometel or different

hazardous materials used by Texas Homotel at the BellSouth Remote Site Location. Texas Homotel must demonstrate adequate emergency response capabilities for the materials used by Texas Homotel or remaining at a BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by Texas Homotel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Texas Homotel 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 Texas Homotel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Texas Homotel must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Texas Homotel 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 employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Texas Homotel 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. Texas Homotel further agrees to cooperate with BellSouth to ensure that Texas Homotel's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Texas Homotel, its employees, agents, suppliers and/or Guests.
- 2.1.1 The most current version of reference documentation must be requested from Texas Homotel's BellSouth Regional Contract Manager (RCM).

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	Std T&C 450

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tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	• Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (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 InsuranceTexas Hometel	• Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations	• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services

	All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location 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

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

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

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama										Attachment: 4				Exhibit: B			
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			OSS Rates(\$)		SOMAN			
							First	Add'l				First	Add'l	First	Add'l		
PHYSICAL COLLOCATION																	
	Application																
	Physical Collocation - Initial Application Fee																
	Physical Collocation - Subsequent Application Fee			CLO	PE1BA			1,879.48					0.51				
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1CA			1,566.60					0.51				
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1DT			584.22									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1PR			398.76									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1BL			742.15									
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KS			594.41					1.21				
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KM			833.47					1.21				
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KI			1,058.00					1.21				
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ			2,410.00					1.21				
Space Preparation																	
	Physical Collocation - Floor Space, per sq feet				PE1PJ			3.22									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO													
	Physical Collocation - Space Enclosure, welded wire, first 100 square feet			CLO	PE1BX			140.99									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1BW			156.33									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1CW			15.34									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SK			1.96									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SL			2.62									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SM			88.86									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SJ			600.71									
	Physical Collocation - Power, 48V DC Power - per Fused Amp Requested			CLO	PE1SR			1,075.17									
Power																	
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1PL			7.83									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB			4.91									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FD			9.84									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE			14.74									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)			CLO	PE1FG			34.06									
				UEANL,UEQ,UNCNX,UEA,UCL,UAL,UHL,UDN,UNCVX													
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA,UHL,UNCVX,UNCDX,UCL,UDL,WDS1L,WDS1S,IJXTD1,ULDD1,IJLLEL,UNLD1,IJTD1,UNC1X,UEPSR,UEP5B,UEP5E,UEP5P,USL,UEPEX,UEPDX	PE1P2			0.03	12.30	11.80	6.03	5.44					
	Physical Collocation - 4-wire cross-connect, loop, provisioning				PE1P4			0.05	12.39	11.87	6.39	5.73					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1			1.11	22.03	15.93	6.40	5.79					

COLLOCATION - Alabama										Attachment: 4				Exhibit: B			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st			
						Rec	Nonrecurring		Disconnect Add'l			OSS Rates(\$)					
							First	Add'l				SOMAN	SOMAN				
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSP, UEPSE, UEPSP CLO, ULDO3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF PE1P3		14.16	20.89	15.20	7.38	5.92							
	Physical Collocation - DS3 Cross-Connect, provisioning																
				ULD03, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX PE1F2		2.81	20.89	15.20	7.38	5.92							
	Physical Collocation - 2-Fiber Cross-Connect																
						4.99	25.55	19.86	9.71	8.25							
	Physical Collocation - 4-Fiber Cross-Connect																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO		0.0011											
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO		0.0016											
				UEPSR, UEPSP, UEPSE, UEPSPB, UEPSX, UEP2C UEPEX, UEPDD		0.03	12.30	11.80	6.03	5.44							
	Physical Collocation 2-Wire Cross Connect, Port					0.05	12.39	11.87	6.39	5.73							
	Physical Collocation 4-Wire Cross Connect, Port																
Security																	
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO			16.93	10.73									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO			22.05	13.86									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO			27.17	16.98									
	Physical Collocation - Security Access System - Security System per Central Office			CLO		45.70											
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO		0.05	27.79										
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO			7.79										
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO			22.78										
	Physical Collocation - Security Access - Initial Key, per Key			CLO			13.10										
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO			13.10										
CFA																	
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO			77.56										
Cable Records																	
	Physical Collocation - Cable Records, per request			CLO		1	759.29	S 488.11	133.00								
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO			326.92		189.12								
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO			4.81		5.90								
	Physical Collocation, Cable Records, DS1, per T1 T1E			CLO			2.25		2.76								
	Physical Collocation, Cable Records, DS3, per T3 T1E			CLO			7.88		9.66								

COLLOCATION - Alabama										Attachment: 4			Exhibit: B			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l			OSS Rates(\$)		SOMAN	SOMAN	
												SOMEK	SOMAN			
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13							
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00									
	Entrance Cable															
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49							
	Physical Collocation - Cable Support Structure, per Entrance Cable			CLO	PE1PM		17.11									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
	VIRTUAL COLLOCATION															
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPX		3.22									
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX		7.83									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNGDX, UNCNX	UEAC2		12.30		11.80		6.03		5.44			
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXX, UNGDX	UEAC4		12.39		11.87		6.39		5.73			
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UJR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX, ULS, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCXX, ULDD3, U1TS1, ULDS1, UDL5X, UNLD3	CNC1X		22.03		15.93		6.40		5.79			
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X		20.89		15.20		7.38		5.92			

COLLOCATION - Alabama										Attachment: 4				Exhibit: B			
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Elec Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Add'l 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st			
						Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l			SOME	SOMAN	SOME	SOMAN		
				UDL12, UDLO3, UIT48, UIT12, UITO3, ULDO3, ULD12, ULD48, UDF CNC2F		2.84	20.89	15.20	7.38	5.92							
	Virtual Collocation - 2-Fiber Cross Connects																
				UDL12, UDLO3, UIT48, UIT12, UITO3, ULDO3, ULD12, ULD48, UDF CNC4F		5.69	25.55	19.86	9.71	8.25							
	Virtual Collocation - 4-Fiber Cross Connects																
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016											
				UEPSX, UEPSB, UEPSE, UEPCP, UEPSR, UEPC2 UEPDD, UEPEX													
	Virtual Collocation 2-Wire Cross Connect, Port				VE1R2	0.03	12.30	11.80	6.03	5.44							
	Virtual Collocation 4-Wire Cross Connect, Port				VE1R4	0.05	12.39	11.87	6.39	5.73							
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56										
	Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90								
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13								
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98									
Maintenance																	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73									
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86									
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98									
Entrance Cable																	
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97											
COLLOCATION IN THE REMOTE SITE																	
Physical Remote Site Collocation																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10										
	Physical Collocation in the Remote Site - Space Availability			CLORS	PE1SR		115.87										
	Report per Premises Requested																
	Physical Collocation in the Remote Site - Remote Site CLI			CLORS	PE1RE		37.56										
	Code Request, per CLI Code Requested																

COLLOCATION - Alabama										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First			SOME	SOMAN	SOMAN	SOMAN
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98							
	Adjacent Remote Site Collocation			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation			VE1RS	VE1RB		307.70	307.70	168.22	168.22					
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70	307.70	168.22	168.22					
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	201.42									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87	115.87							
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VE1RS	VE1RL		37.56	37.56							
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1UA	0.14									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1UC	5.41									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL, UEQ, UEU, UEA, UHL, UDL, UCL	PE1UE	0.02	12.30	11.80	6.03	5.44					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA, UHL, UDL, UCL, USL	PE1UF	0.04	12.39	11.87	6.39	5.73					
	Adjacent Collocation - DS1 Cross-Connects			UE3	PE1UG	1.03	22.03	15.93	6.40	5.79					
	Adjacent Collocation - DS3 Cross-Connect			CLOAC	PE1UH	13.95	20.89	15.20	7.38	5.92					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1UJ	2.36	20.89	15.20	7.38	5.92					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1UK	4.52	25.55	19.86	9.71	8.25					
	Adjacent Collocation - Application Fee			CLOAC	PE1UB		1,576.69		0.51						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1UL	4.91									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1UM	9.84									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1UN	14.74									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1UO	34.06									
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)														
	Note: ICB means Individual Case Basis														
NOTE: Rates displaying an "R" in the Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Florida													Attachment: 4			Exhibit: B		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS Rates(\$)			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		
						Nonrecurrent		Nonrecurrent Disconnect			SOMEK	SOMAN	SOMAN				SOMAN	
						First	Add'l											First
						Rec												

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First			Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TTS1, ULDS1, UNLD3, UEPEX, UEPPDX, UEPSR, UEPPSB, UEPSE, UEPPSP	PE1P3	4.16	32.40	31.03	11.15	10.98					
	Physical Collocation - DS3 Cross-Connect, provisioning			CLO, ULDD3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF	PE1F2	1.71	28.26	25.85	13.78	11.01					
	Physical Collocation - 2-Fiber Cross-Connect			ULDD3, ULD12, ULD48, U1T03, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PE1F4	3.34	37.92	35.51	18.20	15.44					
	Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1ES	0.0008									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0012									
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			UEPSR, UEPPSP, UEPSE, UEPPSB, UEPSX, UEPP2C UEPEX, UEPPDO	PE1R2 PE1R4	0.0208 0.0416	7.32 8.00	5.37 5.75	4.58 5.00	2.71 2.69					
Security	Physical Collocation 2-Wire Cross Connect, Port			CLO	PE1BT		33.65	22.05							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1OT		44.63	28.89							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1PT		55.62	35.73							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1AY	0.0101									
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1A1		38.95								
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1AA		8.84								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AR		28.78								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AK		23.28								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AL		23.28								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1C9		79.52								
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1CR		1515.00	\$ 973.64	256.35						
Cable Records	Physical Collocation - Cable Records, per request			CLO	PE1CD		646.84		362.41						
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CO		9.11		10.80						
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO	PE1CI		4.52		5.35						
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C3		15.81		18.73						

COLLOCATION - Florida										
CATEGORY	RATE ELEMENTS	Interf m	BCS	USOC	RATES(\$)				Attachment: 4	
					Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st
					Rec			SOME	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)					169.96	149.97			
	Virtual to Physical									
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit		CLO	PEICB						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit		CLO	PEIBV		33.00				
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit		CLO	PEIBO		33.00				
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit		CLO	PEIB1		52.00				
	Physical Collocation - Virtual to Physical Collocation In-Place, per Voice Grade Circuit		CLO	PEIB3		52.00				
	Physical Collocation - Virtual to Physical Collocation In-Place, per DSO Circuit		CLO	PEIBR		23.00				
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS1 Circuit		CLO	PEIBP		23.00				
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		CLO	PEIBS		33.00				
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit		CLO	PEIBE		37.00				
	Entrance Cable									
	Physical Collocation - Cable Support Structure, per Entrance Cable		CLO	PEIPM	5.19					
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)		CLO	PEIEC		994.12	43.84			
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber		CLO	PEIED		7.43				
	VIRTUAL COLLOCATION									
	Application									
	Virtual Collocation - Application Fee		AMTFS	EAF		1,241.00	1.20			
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application		AMTFS	VEICA		564.81				
	Virtual Collocation Administrative Only - Application Fee		AMTFS	VEIAF		760.91	1.20			
	Space Preparation									
	Virtual Collocation - Floor Space, per sq. ft.		AMTFS	ESPVX	5.28					
	Power									
	Virtual Collocation - Power, per fused amp		AMTFS	ESPAX	6.95					
	Virtual Collocation - Power, DC power, per Used Amp		AMTFS	VEIPF	10.69					
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)									
	Virtual Collocation - 2-wire cross-connect, loop, provisioning		UEANL, UEUA, UDN, UAL, UHL, UCL, UEG, UNCVX, UNCDX, UNONX, UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC2	0.0201	7.32	5.37	4.58	2.71	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning		UHL, UXTD1, UNCDX, ULDD1, UXTD1, USLEL, UNLD1, USL, UEPEX, UEPOX	UEAC4	0.0403	8.00	5.75	5.00	2.69	
	Virtual collocation - Special Access & UNE, cross-connect per DS1		USL, UE3, UXTD3, UXTS1, UXTD3, UNCDX, UNCSX, ULDD3, UXTS1, ULDS1, UDLX, UNLD3	CNC1X	0.3786	7.88	6.26	1.35	0.9915	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			CND3X	4.16	32.40	31.03	11.15	10.98	

COLLOCATION - Florida										Attachment: 4		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	
						Rec	Nonrecurring First	Add'l	Disconnect First						SOME
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01					
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44					
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSX, UEPSB, UEPSX, UEPSB, UEPSX, UEPSB	VE1R2	0.0201	7.32	5.37	4.58	2.71					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69					
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52								
Cable Records															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1515.00	\$ 973.64	256.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		646.84		362.41						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.11		10.80						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.52		5.35						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		18.73						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97						
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			GLORS	PEIRA		612.23		270.35						
	Cabinet Space in the Remote Site per Bay/ Rack			GLORS	PEIRB	154.59									
	Physical Collocation in the Remote Site - Security Access - Key			GLORS	PEIRD		23.28								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			GLORS	PEISR		223.91								
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			GLORS	PEIRE		73.39								

COLLOCATION - Florida										Attachment: 4				Exhibit: B	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring First			Disconnect Add'l			
							First	Add'l							
	Remote Site DLEC Data (BRSPD), per Compact Disk, per CO			CLORS	PE1RR		208.02								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73							
Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35						
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91								
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VE1RS	VE1RL		73.39								
ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666									
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62									
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEAU,UEAU	PE1JE	0.0194	7.32	5.37	4.58	2.71					
	Adjacent Collocation - 4-Wire Cross-Connects			CL,UAL,UHL,UDN	PE1JF	0.0388	8.00	5.75	5.00	2.69					
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1JG	0.3708	7.88	6.26	1.35	0.9915					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JU	1.70	28.26	25.85	13.78	11.01					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26									
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53									
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80									
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47									
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19									
NOTE: Rates displaying an "R" in the Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

COLLOCATION - Georgia										Attachment: 4				Exhibit: B					
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st				Incremental Charge - Manual Svc Order vs. Electronic-1st			
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			OSS Rates(\$)							
							First	Add'l				SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		

COLLOCATION - Georgia																			
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4			Exhibit: B		
						Rec	Nonrecurring		Disconnect Add'l	First	Add'l			OSS Rates(\$)	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
				UE3, U1TD3, UNC3X, UNC3X, U1DD3, U1TS1, U1DS1, U1LD3, UEPEX, UEPPD, UEPSR, UEPSB, UEPSE, UEPPSP	PE1P3	4.06													
	Physical Collocation - DS3 Cross-Connect, provisioning			CLO, U1DD3, U1D12, U1D48, U1T03, U1T12, U1T48, U1LO3, U1L12, U1DF	PE1F2	1.72													
	Physical Collocation - 2-Fiber Cross-Connect			U1D03, U1D12, U1D48, U1T03, U1T12, U1T48, U1LO3, U1L12, U1DF, U1DFCX	PE1F4	3.30													
	Physical Collocation - 4-Fiber Cross-Connect																		
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001													
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015													
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPPSP, UEPSE, UEPSB, UEPSX, UEPPC	PE1R2	0.0197													
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.0393													
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT	16.52	10.83												
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT	21.92	14.19												
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT	27.31	17.55												
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.0106													
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	22.00													
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4	8.72	8.72												
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA	5.38													
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR	17.01													
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK	13.20													
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL	13.20													
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9	77.42													
Cable Records	Physical Collocation - Cable Records, per request			CLO	PE1CR	743.65	478.06	125.75											
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD	317.60		177.77											
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO	4.48	5.30												

COLLOCATION - Georgia																		
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Disconnect Add'l			SOME	SOMAN	OSS Rates(\$) SOMAN	SOMAN			
							First	Add'l										
	Physical Collocation, Cable Records, DS1, per T1 TIE																	
	Physical Collocation, Cable Records, DS3, per T3 TIE																	
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)																	
	Virtual to Physical																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit																	
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit																	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit																	
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit																	
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit																	
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit																	
	Entrance Cable																	
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable																	
	Physical Collocation - Cable Support Structure, per Entrance Cable																	
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)																	
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)																	
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)																	
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber																	
	VIRTUAL COLLOCATION																	
	Application																	
	Virtual Collocation - Application Fee																	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application																	
	Virtual Collocation Administrative Only - Application Fee																	
	Space Preparation																	
	Virtual Collocation - Floor Space, per sq. ft.																	
	Power																	
	Virtual Collocation - Power, per fused amp																	
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
	Virtual Collocation - 2-wire cross-connect, loop, provisioning																	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning																	
	Virtual collocation - Special Access & UNE, cross-connect per DS1																	

COLLOCATION - Georgia										Attachment: 4				Exhibit: B			
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			OSS Rates(\$)		SOMAN			
							First	Add'l				First	Add'l	First	Add'l		
				USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.06											
	Virtual collocation - Special Access & UNE, cross-connect per DS3			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73											
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.45											
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS	VE1CB	0.001											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			UEPSX, UEPSB, UEPSE, UEPSR, UEPSE, UEPSR, UEPDD, UEPEX	VE1R2 VE1R4	0.0188 0.0375											
CFA	Virtual Collocation 2-Wire Cross Connect, Port																
	Virtual Collocation 4-Wire Cross Connect, Port																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.42										
Cable Records	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		743.65	478.06		125.75							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.60			177.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.48			5.30							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22			2.63							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76			9.19							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.45			73.57							
	Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.52	10.83									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.92	14.19									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.31	17.55									
Maintenance																	
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83									
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44	14.19									
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55									
Entrance Cable																	
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.93			21.51							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.57											
	Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.23											

COLLOCATION - Georgia										Attachment: 4				Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VEIEF		755.15		21.51								
	Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VEIEG		9.12										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			GLORS	PEIRA		300.61		132.62								
	Cabinet Space in the Remote Site per Bay/ Rack			GLORS	PEIRB	143.23											
	Physical Collocation in the Remote Site - Security Access - Key Report per Premises Requested			GLORS	PEIRD		13.20										
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			GLORS	PEISR		109.94										
	Remote Site DLEC Data (BRSDO), per Compact Disk, per CO			GLORS	PEIRE		36.04										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work per half hour			GLORS	PEIRR		116.64										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			GLORS	PEIBT		16.52	10.83									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			GLORS	PEIOT		21.92	14.19									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			GLORS	PEIPT		27.31	17.55									
	Remote Site-Adjacent Collocation-Application Fee			GLORS	PEIRU		755.62	755.62									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			GLORS	PEIRT	0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			GLORS	PEIRS	6.27											
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
	Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VEIRS	VEIRB		300.61	132.62									
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space per Premises requested			VEIRS	VEIRC	143.23											
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VEIRS	VEIRR		109.94										
	Request, per CLI Code Requested			VEIRS	VEIRL		36.04										
ADJACENT COLLOCATION																	
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PEIUA	0.164											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PEIUC	4.01											
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U	PEIUE	0.0172											
	Adjacent Collocation - 4-Wire Cross-Connects			CL,UAL,UHL,UDL,UDN	PEIUF	0.0344											
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PEIUG	0.3608											
	Adjacent Collocation - DS3 Cross-Connects			UE3	PEIUH	4.73											
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PEIUJ	1.66											
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PEIUK	3.24											
	Adjacent Collocation - Application Fee			CLOAC	PEIUB	1,382.19		0.50									
	per AC Breaker Amp			CLOAC	PEIUL	5.14											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate			CLOAC	PEIUM	10.30											
	per AC Breaker Amp			CLOAC	PEIUN	15.44											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate			CLOAC	PEIUO	35.65											
	per AC Breaker Amp			CLOAC	PEIUD	35.65											
	Adjacent Collocation - 240V, Three Phase Standby Power Rate			CLOAC	PEIUD	35.65											
	per AC Breaker Amp			CLOAC	PEIUD	35.65											

COLLOCATION - Kentucky																
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4		Exhibit: B		
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			SOMEK	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l								
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSP, UEPSE, UEPSP, CLO, ULDO3, ULD12, ULDA8, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1P3	18.89	41.93	30.51	14.75	11.83						
	Physical Collocation - DS3 Cross-Connect, provisioning															
				ULD03, ULDA8, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	3.75	41.93	30.51	14.76	11.84						
	Physical Collocation - 2-Fiber Cross-Connect															
				ULD03, ULDA8, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F4	6.65	51.29	39.87	19.41	16.49						
	Physical Collocation - 4-Fiber Cross-Connect															
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				PE1ES	0.0012										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.				PE1DS	0.0018										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSPB, UEPSX, UEP2C UEPEX, UEPDD	PE1R2 PE1R4	0.0333 0.0665	24.68 24.88	23.68 23.82	12.14 12.77	10.95 11.46						
	Physical Collocation 4-Wire Cross Connect, Port															
Security	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.54	34.09								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	76.10										
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.058	55.79									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.64									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.74									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.29									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.29									
CFA	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.55									
Cable Records	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 1524.45	S 980.01	267.02							
	Physical Collocation, Cable Records, VG/DSO Cable, per cable record (maximum 3600 records)			CLO	PE1CD		656.37		379.70							
	Physical Collocation, Cable Records, VG/DSO Cable, per each 100 pair			CLO	PE1CO		9.65		11.84							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1CI		4.52		5.54							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		15.81		19.39							

COLLOCATION - Kentucky										Attachment: 4			Exhibit: B		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			OSS Rates(\$)		SOMAN	
							First	Add'l	First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN	
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				PE1CB		169.63		154.85						
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				PE1BE		37.00								
	Entrance Cable														
	Physical Collocation - Cable Installation, Pricing, non-recurring charge, per Entrance Cable				PE1BD		1,729.11		45.16						
	Physical Collocation - Cable Support Structure, per Entrance Cable				PE1PM	19.86									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber				PE1ED		7.75								
	VIRTUAL COLLOCATION														
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86		1.01						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	7.99									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX	UEAC2	0.0309	24.68	23.68	12.14	10.95					
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX											
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3	CNC1X	1.48	44.23	31.98	12.81	11.57					
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	18.89	41.93	30.51	14.75	11.83					

