**Central Office Space Application Form**

ACNA: ________ SBC ________ CLLI: ________ SNANTXCA ________

Section 5 - Insurance Information

1. Applicant will be required to provide proof of insurance as negotiated in the space agreement. If known and available, insurance information may be submitted with this application.

Section 6 - Detailed Technical Information:

1. Requested space available date: 7/1/96

2. List all equipment planned to be placed on this application:

<table>
<thead>
<tr>
<th>Generic Name</th>
<th># of Bays</th>
<th>Floor Loading</th>
<th>Heat Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Element</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BITS Clock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dantel ACU</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/1 Digital Cross Connect System (DCS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hekimian 6700</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Echo Cancellation Units</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D4 Channel Banks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSX1/DSX3 Panels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Framework &amp; Racking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DMS 250 Tell Switch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDF</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transport Power Equipment Requirements:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BDFB w/ Separate 400 Amp Load A&amp;B</td>
<td>Lucent or Lorain</td>
</tr>
<tr>
<td>CO Ground Bar</td>
<td>Lucent or Lonin</td>
</tr>
<tr>
<td>10 kVA Inverter</td>
<td>Lucent or Lorain</td>
</tr>
</tbody>
</table>

**Note:** As shown on page 2, SBCS plans to install a total of approximately 182 frames (bays): 122 switch and 60 transport & miscellaneous. Heat dissipation and floor loading information is provided on attachments.
### NORTEL DMS 250/300

#### Heat Dissipation

The heat dissipation of the DMS Family switch, averaged over the equipment floor area and over a 24-hour period, does not exceed 80 watts per square foot (861 watts per square meter).

<table>
<thead>
<tr>
<th>Frame or cabinet</th>
<th>Weight</th>
<th>Current (typical)</th>
<th>Power (maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central control complex (CCC) (double bay)</td>
<td>1200 lbs.</td>
<td>25 Amps</td>
<td>1720 watts</td>
</tr>
<tr>
<td>Double shelf network (DSN)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Input/output equipment (IOE)</td>
<td>600 lbs.</td>
<td></td>
<td>1360 watts at 600</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1550 watts at 800</td>
</tr>
<tr>
<td>Trunk modulo equipment (TME)</td>
<td>500 lbs.</td>
<td>12 Amps</td>
<td>480 watts</td>
</tr>
<tr>
<td>Power distribution center (POC)</td>
<td>500 lbs.</td>
<td>Varies (up to 600)</td>
<td>200 watts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amps</td>
<td></td>
</tr>
<tr>
<td>Dual-plane combined core (OPCC)</td>
<td>1600 lbs.</td>
<td>88 Amps</td>
<td>3500 watts</td>
</tr>
<tr>
<td>Enhanced network (ENET)</td>
<td>1750 lbs.</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Link peripheral processor/Link interface unit-7 (LPP/LIU7)</td>
<td>1750 lbs.</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
</tbody>
</table>
## NORTEL DMS 250/300

### Exhibit 1 Page 22

### 6-12-96

<table>
<thead>
<tr>
<th>Frame or cabinet</th>
<th>Weight</th>
<th>Current (typical)</th>
<th>Power (maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central control complex (CCC) (double bay)</td>
<td>1200 lbs.</td>
<td>25 Amps</td>
<td>1720 watts</td>
</tr>
<tr>
<td>Double shelf network (DSNE)</td>
<td></td>
<td>14 Amps</td>
<td>600 watts</td>
</tr>
<tr>
<td>Input/output equipment (IOE)</td>
<td>600 lbs.</td>
<td></td>
<td>1350 watts at 6 ccs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1550 watts at 8 ccs</td>
</tr>
<tr>
<td>Trunk module equipment (TME)</td>
<td>500 lbs.</td>
<td>12 Amps</td>
<td>480 watts</td>
</tr>
<tr>
<td>Power distribution center (PDC)</td>
<td>500 lbs.</td>
<td>Varies (up to about 600 Amps)</td>
<td>200 watts</td>
</tr>
<tr>
<td>Dual-plane combined core (DPCC)</td>
<td>1600 lbs. fully loaded</td>
<td>88 Amps</td>
<td>3500 watts</td>
</tr>
<tr>
<td>Enhanced network (ENET)</td>
<td>1750 lbs. fully loaded</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
<tr>
<td>Link peripheral processor/Link interface unit-7 (LPP/LI7)</td>
<td>1750 lbs.</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
</tbody>
</table>

### Heat Dissipation

The heat dissipation of the DMS Family switch, averaged over the equipment floor area and over a 24-hour period, does not exceed 80 watts per square foot (861 watts per square meter).
SBCS Transport  Proposed Heat Dissipation (BTU/Bay)

4425 4425 4425 4425 4425 4425 2196 2196 2196 2196 2196


6555 6555 6555 6555 6555 6555 6555 6555 6555 6555 6555

6555 6555 6555 6555 6555 6555 6555 6555 6555 6555 6555
Stephanie:
Hope:

I have updated the second drawing to be included in the revised collocation application. While everything is not on here, I believe the major interconnect components are represented. If you have any questions please give me a call.

Beth Rice

<<File Attachment: LDCOLL.PPT>>
Contractor recognizes its responsibility to comply with all federal and state laws governing performance of this contract, including, but not limited to: Executive Order 11214, Executive Order 11225, Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

I. Equal Employment Opportunity Duties of Government Contractors (Applicable to Contracts and Subcontracts Exceeding $10,000)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 503 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or in any other way authorized by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order in whole or in part, and each subcontractor or vendor will be required to comply with them.

II. Certification of Non-Segregated Facilities (Applicable to Contracts and Subcontracts Exceeding $10,000)

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained, and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

III. Employer Information Report (Applicable if Value of Contract is $50,000 or More and Contractor Has 50 or More Employees)

The Contractor agrees and certifies that it will file complete and accurate report (EEO-1) in the current year of the Federal Employer's Report of the characteristics of the labor force and the qualifications of its employees. The Contractor agrees to post in the plant醒 specified in Executive Order 11246, as amended, and rules and regulations adopted thereunder.

IV. Written Affirmative Action Program (Applicable if Value of Contract is $50,000 or More and Contractor Has 50 or More Employees)

The Contractor will develop an affirmative action program for each of its establishments as required by 41 C.F.R. Part 60-1.40 and 60.2.

V. Compliance with Veterans Responsibilities (Applicable to Contracts and Subcontracts of $10,000 or More)

In accordance with the Vietnam Veteran's Readjustment Assistance Act of 1974 and 41 C.F.R., Part 60-250, as amended, the parties incorporate by reference the "Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era" clause and such other regulations and contract clause required to be made part of the contract.

VI. Employment of the Handicapped (Applicable to Contracts and Subcontracts of $2,500 or More)

In accordance with the Rehabilitation Act of 1973 as amended, Executive Order 11758 and 41 C.F.R., Part 60-71, the parties incorporate by reference the Affirmative Action For Handicapped Workers' clause and such other regulations and contract clauses required to be made part of the contract.

VII. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Applicable when Government Contract is Expected to Be Over $500,000)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States if it is necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern.

(i) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) Whose management and daily business operations are controlled by one or more of such individuals.

KL ATTACHMENT A - 716

006039
The Contractor shall presume that socially and economically disadvantaged individuals include African Americans, Hispanic Americans, Native Americans, Asian-Pacifc Americans, Asian Indians, Americans and other minorities, or any other individual found to be disadvantaged by the Administrators pursuant to Section 3(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern, or a small business concern owned and controlled by socially and economically disadvantaged individuals.

VII. Small Business and Small Disadvantaged Business Subcontracting Plan (8 Subcontracting of Government Contract Limits $150,000)

Contractor will adopt a subcontracting plan similar to the plan agreed to by Southwestern Bell Telephone Company.

Cl. Utilization of Women-Owned Small Businesses

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the businesses.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in subcontracts or awards to the contractor consistent with the efficient performance of its contract.
CENTRAL OFFICE LEASE AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

as "Tenant"

for

Houston Weslayan
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PREMISES</td>
<td>3</td>
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<tr>
<td>II</td>
<td>EFFECTIVENESS</td>
<td>4</td>
</tr>
<tr>
<td>III</td>
<td>TERM</td>
<td></td>
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<td>PREMISES CHARGES</td>
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<tr>
<td>V</td>
<td>USE OF PREMISES</td>
<td>6</td>
</tr>
<tr>
<td>VI</td>
<td>STANDARDS</td>
<td>8</td>
</tr>
<tr>
<td>VII</td>
<td>RESPONSIBILITIES OF THE TENANT</td>
<td>8</td>
</tr>
<tr>
<td>VIII</td>
<td>QUIET ENJOYMENT</td>
<td>9</td>
</tr>
<tr>
<td>IX</td>
<td>ASSIGNMENT</td>
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<td>X</td>
<td>CASUALTY LOSS</td>
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<td>XI</td>
<td>RE-ENTRY</td>
<td>10</td>
</tr>
<tr>
<td>XII</td>
<td>LIMITATION OF LIABILITY</td>
<td>10</td>
</tr>
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<td>XII</td>
<td>INDEMNIFICATION OF SWBT</td>
<td>10</td>
</tr>
<tr>
<td>XIII</td>
<td>SERVICES, UTILITIES, MAINTENANCE AND FACILITIES</td>
<td>11</td>
</tr>
<tr>
<td>XIV</td>
<td>LIMITATION OF ACTIONS; DISPUTE RESOLUTION</td>
<td>11</td>
</tr>
<tr>
<td>XVI</td>
<td>SUCCESSORS BOUND</td>
<td>12</td>
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<tr>
<td>XVII</td>
<td>CONFLICT OF INTEREST</td>
<td>12</td>
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<td>XVIII</td>
<td>NON-EXCLUSIVE REMEDIES</td>
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<tr>
<td>XIX</td>
<td>NOTICES</td>
<td>12</td>
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<td>XX</td>
<td>COMPLIANCE WITH LAWS</td>
<td>13</td>
</tr>
<tr>
<td>XXI</td>
<td>OSHA STATEMENT</td>
<td>13</td>
</tr>
<tr>
<td>XXII</td>
<td>INSURANCE</td>
<td>13</td>
</tr>
<tr>
<td>XXIII</td>
<td>SWBT'S RIGHT OF ACCESS</td>
<td>15</td>
</tr>
<tr>
<td>XXIV</td>
<td>MISCELLANEOUS</td>
<td>15</td>
</tr>
</tbody>
</table>

TABLE OF ARTICLES
CENTRAL OFFICE LEASE AGREEMENT

THIS CENTRAL OFFICE LEASE AGREEMENT ("Agreement") is made this 20th day of April, 1997, by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC., a Delaware corporation ("Tenant").

WITNESSETH

WHEREAS, SWBT has space available in the Building (as defined herein) that it is willing to lease;

WHEREAS, the Tenant needs space for telecommunications equipment and has determined that the Building would be suitable.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Tenant (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Tenant the right to use the premises described on Exhibit 1, Physical Collocation Application Form for Non-Standard Arrangements/Central Office Space Application Form ("Premises"), attached and incorporated herein, within real property at 3303 Weslayan Street the City of Houston, County of Harris, State of Texas.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another building of similar characteristics, the Tenant is required to do so. In such an event, the Tenant shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Building unlawful or uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the Tenant requests that the Premises be moved within the Building or to another SWBT building, SWBT shall permit the Tenant to relocate the Premises, subject to the availability of space and associated requirements. The Tenant shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises and the new building as applicable.

In either such event, the new premises shall be deemed the "Premises" and the new "Building" for purposes of the Agreement.

1.3 The Premises. SWBT agrees, at the Tenant's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled Physical Collocation Application Form/Central Office Space Application Form and dated 3/15/96 through 6/12/96, which documents, marked
Exhibit 1, are attached and incorporated herein. The preparation shall be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After the Tenant has made the initial payments required by Section 4.4, SWBT agrees to pursue diligently the preparation of the Premises for use by the Tenant.

ARTICLE II - EFFECTIVENESS
This agreement shall be effective upon receipt of SWBT of the initial payments specified in Section 4.4, whereupon SWBT shall begin preparing the Premises for the Tenant. Payment to SWBT of the remaining charges under that Section shall be due upon completion and prior to the Tenant being permitted access to the Remises for purposes other than inspection.

ARTICLE III - TERM
3.1 Commencement Date. This Agreement shall be a term of Five (5) years, beginning on the “Commencement Date.” The term shall automatically renew unless either party gives Written notice to the contrary at least ninety (90) days prior to the anniversary of the commencement date. The “Commencement Date” shall be the first day upon which Tenant begins placing its equipment in the Premises.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Tenant that the Premises is ready for occupancy Within 182 days after receipt of the initial payments due under Sections 4.4. and 4.5. The Tenant must take possession of the premises within sixty (60) days after receipt of such notice. Possession is deemed to have been taken under this Agreement when Tenant begins to place any personal property in the Premises. If the Tenant fails to take possession within such period, this Agreement is terminated except that the Tenant shall be liable in an amount equal to the unpaid balance of the charges due hereunder.

ARTICLE IV - PREMISES CHARGES
4.1 Monthly Charges. Beginning on the Commencement Date, Tenant shall pay to SWBT a charge of fifteen thousand four hundred twenty-four dollars thirty-four cents ($15,424.34) per month for use of the Premises. The monthly charge may be increased upon thirty (30) days’ notice by SWBT, but no more than once per calendar year. Should SWBT increase the monthly charge, Tenant may cancel Agreement upon thirty (30) days notice thereafter.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Tenant.

4.3 Preparation Charge. The one-time charge for preparing the Premises for use by the Tenant is estimated to be eight hundred sixty-two thousand six hundred forty-one Dollars ($862,641.00) (“Reparation Charge”), which consists of two components: (i) the charge associated with modifying the Building to make the Premises available (“Common Charge”), and (ii) the charge associated with preparing the Premises (“Premises Charge”). Of the Reparation Charge three hundred eight thousand four hundred nine Dollars ($308,409.00) is the estimate for subcontractor charges (“Subcontractor Charges”).
4.4 Payment of Common Charges. Prior to any obligation of SWBT to start any preparation of the Premises, the Tenant shall pay SWBT fifty percent (50%) of the Premises Charge and shall be due no later than ten (10) business days after the Agreement has been executed. The remainder of the Premises Charge is due upon completion and prior to occupancy by the Tenant.

4.5 Payment of Common Charges. (a) In addition and prior to any obligation on SWBT to start any preparation of the Building, the Tenant shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by the Tenant.

(b) The first entity to which SWBT provides space in the Building, whether as a lease or as a physical collocation, shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide initial space ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous tenant(s)/physical collocator(s) as additional entities use space in the Building within (12) months of the first billing date of the initial monthly charge for the first entity in the Building, using the following schedule:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Initial Common Charge</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>100%</td>
<td>NA</td>
</tr>
<tr>
<td>2nd</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>3rd</td>
<td>33 1/3%</td>
<td>16 2/3%</td>
</tr>
<tr>
<td>4th</td>
<td>25%</td>
<td>8 1/3%</td>
</tr>
<tr>
<td>5th and beyond</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

To the extent that such an entity uses a space other than such initial space, SWBT shall refund to the Tenant the portion of the Initial Common Charge applicable to such entity based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement. The obligation for a refund is conditioned upon any law or regulation or governmental decision that may affect or foreclose such refund or SWBT's ability to perform the proration.

(c) No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first entity provided space in the Building.

(d) Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Common Charge, irrespective of whether paid by the Tenant and/or any subsequent entity, or to remit any amount based upon charges not actually collected.

(e) Tenant shall have the right, through its representatives, to inspect and audit, during normal business hours, the records of SWBT related to the charges to Tenant hereunder, subject to reasonable notice and a reasonable non-disclosure agreement, if requested by SWBT.
4.6 Occupancy Conditioned on Payment. SWBT shall not permit the Tenant to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge.

4.7 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to the Tenant or, alternatively, any amount below such Charges will be remitted to the Tenant.

4.8 Breach Prior to Commencement Date. In the event that the Tenant materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due hereunder, then in addition to any other remedies that SWBT might have, the Tenant shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

4.9 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT’s intrastate tariff rate, payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - USE OF PREMISES

5.1 Nature of Use. Consistent with the nature of the Building and the environment of the Premises, the Tenant shall not use the Premises for general office, retail, or sales purposes. No signage or markings of any kind by the Tenant shall be permitted on the Building or on the grounds surrounding the Building.

5.2 Equipment List. A list of all of the Tenant’s equipment and facilities that will be placed within the Premises is set forth on Exhibit A attached and incorporated herein, with the associated power requirements, floor loading, and heat release of each piece. The Tenant warrants and represents that Exhibit A is a complete and accurate list and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Tenant shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit A without the express written consent of SWBT.

5.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Tenant desires to place in the Premises any equipment or facilities not set forth on Exhibit A, the Tenant shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such
as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both parties of a final list and description, including any applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

5.2.2 Limitations. The foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

5.3 Administrative Uses. The Tenant may use the Premises for placement of telecommunications equipment and ancillary facilities, as well as associated office space for technical personnel monitoring and maintaining such equipment and facilities. The Tenant's employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Tenant's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. The Tenant agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Tenant shall surrender the Premises to SWBT, in the same condition as when first occupied by the Tenant, ordinary wear and tear excepted.

5.4 Threat to Network or Facilities. Any use of the Premise or activities therein which represent a significant demonstrable technical threat to SWBT's network or facilities, including the Building, are strictly prohibited and constitute a material breach of this Agreement.

5.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

5.6 Interconnection to Others. The Tenant shall not be permitted to directly connect to any third party's facilities and/or services within the Building.

5.7 Personality and its Removal. Subject to this Article, the Tenant may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Tenant in the Premises shall not become a part of the Premises, even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Tenant at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Tenant at its expense.

5.8 Alterations. In no case shall the Tenant or any person purporting to be acting through or on behalf of the Tenant make any rearrangement, modification, improvement, addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction of SWBT. SWBT shall consider a modification.
improvement, addition, repair, or other alteration requested by the Tenant, provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Tenant in accordance with SWBT's then-standard custom work order process.

ARTICLE VI - STANDARDS

6.1 Minimum Standards. This Agreement is made available subject to and in accordance with the (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Technical Publication for Central Office Floor Space Arrangements dated July, 1996, as may be amended from time to time; (iii) SWBT's Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central offices, as may be amended from time to time; (iv) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Tenant shall strictly observe and abide by each.

6.2 Revisions. Any revision to SWBT's Technical Publication for Central Office Floor Space Arrangements, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT's network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

6.3 Compliance Certification. The Tenant warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit 1. The Tenant also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. DISCLOSURE OF ANY NON-COMPLIANT ITEM ON EXHIBIT 1, PURSUANT TO SECTION V, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

ARTICLE VII - RESPONSIBILITIES OF THE TENANT

7.1 Contact Number. The Tenant is responsible for providing to SWBT personnel a contact number for Tenant technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.

7.2 Removal. The Tenant is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If Tenant fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the Tenant for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the
other provisions herein, the Tenant shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

7.3 Verbal Notifications Required. The Tenant is responsible for immediate verbal notification to SWBT of significant problems which could impact or degrade SWBT’s network, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

ARTICLE VIII - QUIET ENJOYMENT

Subject to the other provisions hereof as may be required by law, SWBT covenants that it has full right and authority to permit the use of the Remises by the Tenant and that, so long as the Tenant performs all of its obligations herein, the Tenant may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE IX - ASSIGNMENT

The Tenant shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. The Tenant shall not permit any third party to jointly occupy the Premises.

ARTICLE X - CASUALTY LOSS

10.1 Damage to Premises. If the Premises are damaged by fire or other casualty, and

(i) The Premises are not rendered untenantable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or

(ii) The Premises are rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while Tenant was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the Tenant within thirty (30) days following such occurrence) terminate as of the date of such damage. Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Tenant and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the Tenant or by SWBT on request of the Tenant; or any fixture or other equipment installed in the Premises by the Tenant or by SWBT on request of the Tenant.

10.2 Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantid alteration or reconstruction thereof shall, in SWBT’s opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving
the Tenant ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XI - RE-ENTRY

If the Tenant shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the Tenant is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel the Tenant and any claiming under the Tenant, remove the Tenant's property at Tenant's expense, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have.

ARTICLE XII - LIMITATION OF LIABILITY

12.1 Limitation. All equipment and property in or about the Premises shall be at Tenant's sole risk, and Tenant does hereby, now and forever, release SWBT from any claims for personal or property damages, unless caused by or contributed to by the willful or gross negligent acts or omissions of SWBT. In no event shall SWBT be responsible for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort

SWBT shall have no liability whatsoever to the customers of the Tenant for claims arising from the provision of any service provided by the Tenant to its customers.

12.2 Third Parties. The Tenant acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Tenants; that such space may be close to the Premises, possibly including space adjacent to the Premises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Tenant's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Tenant shall save and hold SWBT harmless from any and all costs, expenses, and claims of or through the Tenant that are associated with any such acts or omission by any Other.

ARTICLE XIII - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Tenant agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents) from any and all claims, liabilities, losses, damages, fines, penalties, costs, attorney's fees or other expenses of any kind, arising in connection with Tenant's use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Tenant (including its officers, directors, employees, agents, contractor, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.
ARTICLE XIV - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

14.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day, 365 days a year. Any business telephone services ordered by the Tenant for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

14.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Tenant's equipment, in the same manner that it provides such support items for its own equipment within the building.

14.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the Tenant to access the Premises.

14.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities.

ARTICLE XV - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

15.1 Finality of Disputes. No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of Occurrence which gives rise to the claim.

15.2 Alternative to Litigation. The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

15.3 Resolution of Disputes Between Parties. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

15.4 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by
a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each party may submit in Writing to the other party, and the receiving party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

(a) Interrogatories
(b) Demands to produce documents
(c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the state of Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

15.5 Costs. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE XVI - SUCCESSORS BOUND

Without limiting Article XI hereof the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Tenant and their respective successors and, except as otherwise provided herein, assigns.

ARTICLE XVII - CONFLICT OF INTEREST

The Tenant represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Tenant, or any of the Tenant's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

ARTICLE XVIII - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XIX - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt
requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT: Account Manager-CPAT, One Bell Plaza, Room 522, Dallas, TX 75202

If to the Tenant: Director-Planning & Design, 1651 N. Collins Blvd., Ste. 550, Richardson, TX 75080

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XX - COMPLIANCE WITH LAWS
The Tenant and all persons acting through or on behalf of the Tenant shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. The Tenant further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit 2 and incorporated herein, as may be modified from time to time.

ARTICLE XXI - OSHA STATEMENT
The Tenant, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Remises which the Tenant has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for any judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Tenant's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Remises which SWBT has agreed to maintain pursuant hereto.

ARTICLE XXII - INSURANCE
22.1 Coverage Requirements. The Tenant shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.
(1) Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of $1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

(2) If use of an automobile is required or if the Tenant is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of $1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The Tenant hereby waives any rights of recovery against SWBT for damage to the Tenant's vehicles while on the grounds of the Building and the Tenant will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Tenant's employees, contractors, invitees, licensees or agents.

(3) Workers' Compensation insurance With benefits afforded in accordance with the laws of the state in which the Premise is located.

(4) Employer's Liability insurance with minimum limits of $100,000 for bodily injury by accident, $100,000 for bodily injury by disease per employee and $500,000 for bodily injury by disease policy aggregate.

(5) Umbrella/Excess Liability coverage in an amount of $5 million excess of coverage specified above.

(6) All Risk Property coverage on a full replacement cost basis insuring all of the Tenant's personal property situated on or within the Building or the Premises. The Tenant release SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to the Tenant or located on or in the space at the instance of the Tenant by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractor, and other representatives. Property insurance on the Tenant's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of the Tenant against SWBT for damage to the Tenant's fixtures or personal property are hereby waived.

The Tenant may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an intemtation of service occur. Self insurance of the insurance requirements listed above shall be permitted subject to Tenant 1) having a tangible net worth of $50M.
or greater, and 2) filing a financial statement annually with the SEC and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet.

22.2 **Coverage Increases.** The limits set forth in Section 22.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

22.3 **Primary Coverage.** All policies purchased by the Tenant shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.4 **Effective Date.** All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Tenant's facilities or equipment remain within the Premises or the Building. If the Tenant fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Tenant.

22.5 **Supporting Documentation.** The Tenant shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Tenant shall arrange for SWBT to receive thirty (30) days advance written notice from the Tenant's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.6 **Carrier Recommendations.** The Tenant must also immediately conform to the recommendation(s) made by SWBT's Property Insurance Company with respect to the Premises, and Tenant's use of the Premises.

22.7 **Material Breach.** Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

**ARTICLE XIII - SWBT'S RIGHT OF ACCESS**

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the Tenant or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

**ARTICLE XXIV - MISCELLANEOUS**

24.1 **Exhibits.** The following Exhibits are attached hereto and made part hereof:

Exhibit 1 Physical Collocation Application Form For Non-Standard Arrangements/Central Office Floor Space Application Form
Exhibit 2 Non-Discrimination Compliance Agreement

24.2 **Variations.** In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.
24.3 **Governing Law.** This Agreement shall be governed by the laws of the State in which the Premises is located, without regard to the choice of law principles thereof.

24.4 **Joint and Several.** If Tenant constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

24.5 **Future Negotiations.** SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Tenant is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Tenant hereby releases and shall hold SWBT harmless from any duty to negotiate with the Tenant or any of its affiliates for any additional space.

24.6 **Severability.** If any of the provisions hereof are deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and the Tenant shall be construed according.

24.7 **Paragraph Headings and Article Numbers.** The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

24.8 ** Entire Agreement.** This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

24.9 **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

24.10 **Construction.** This Agreement shall be interpreted and governed Without regard to which party drafted this Agreement.

24.11 **Multiple Originals.** This Agreement may be executed in multiple copies, each of which shall be deemed an original.

24.12 **Waiver of Obligations.** (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other entities having space in or on SWBT real property.
24.13 **Rights Cumulative.** The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

24.14 **Binding Effect.** (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) **All** obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

24.15 **Impossibility of Performance.** Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, the Tenant's employees, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

24.16 **Survival.** The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

24.17 **Adjustments - Audits and Records.** In order to enable SWBT to comply with applicable requirements, if any, of Part 32 and 64 of the Rules (Rules) of the Federal Communications Commission (FCC) pertaining to accounting classifications and affiliate transactions and any similar state or federal requirements, the parties agree that

(i) any amount due hereunder shall be no less than that which is required by the applicable provisions, if any, of any such Rules or requirements. In the event that the compensation hereunder is less than that which is required by such applicable provision, SWBT may amend the amount by written notice and Tenant shall promptly pay such amended amount; and

(ii) Tenant shall maintain and shall make available to SWBT, or its auditors, upon two days' notice, complete and accurate records related to this Agreement in accordance with generally accepted accounting principles. Tenant shall notify SWBT prior to destroying or otherwise permanently disposing of such records and, at SWBT's option, shall transfer such records to SWBT. SWBT shall have the right through its representatives to inspect and audit, during normal business hours, the records related to this Agreement.
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.
SOUTHWESTERN BELL TELEPHONE COMPANY

By: ....................................................... Larry B. Cooper

Title: General Manager-CPAT...4/30/97...

Name: Larry B. Cooper

Tenant: Southwestern Bell Communications Services, Inc.

By: ....................................................... Van H. Taylor

Title: President & CEO, Southwestern Bell Communications Services, Inc.

Name: Van H. Taylor
ATTACHMENT A

Southwestern Bell Telephone Company
Account Manager-CPAT, One Bell Plaza, Room 522, Dallas, TX 75202
Re: Southwestern Bell Communications Services, Inc.-Houston Weslayan

Pursuant to the referenced Central Office Lease Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<table>
<thead>
<tr>
<th>Generic Name</th>
<th># of Bays</th>
<th>Floor Loading</th>
<th>Power Rea.</th>
<th>Heat Release</th>
</tr>
</thead>
</table>

If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

TENANT: AGREED AND ACCEPTED:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: ___________________________ By: ___________________________

Title: __________________________ Title: __________________________

Name: __________________________ Name: __________________________

Date: ___________________________
PHYSICAL COLLOCATION APPLICATION FORM FOR NON-STANDARD ARRANGEMENTS

Section 1 - General Information

1. INTERCONNECTOR: Southwestern Bell Communications Services ACNA: SBC
2. ADDRESS: 130 E. Travis, Suite 550; San Antonio, TX 78205
3. CONTACT NAME: Randy Still, Director-Planning & Design
   PHONE: 214-464-6523   FAX: 214-164-5576
4. I HAVE READ AND UNDERSTAND SWBT's COLLOCATION TECHNICAL STANDARDS.
   NAME: Randy Still   SIGNATURE: [Signature]   DATE: 3/15/94
5. COLLOCATION CENTRAL OFFICE: Houston, Texas 77027
   CLLI: HSNTX08   ADDRESS: 3303 Weslayan Street
   CITY/STATE: Houston, Texas 77027

Section 2 - For SWBT Use

ICSC:
1. NAME: Judy Mayfield   ADDRESS: 1 Bell Plaza Rm 280C
   PHONE: 214-464-1538   FAX: 214-464-1671
   CASE #: H0031596004P   CLLI: HSNTX08HA1
   BAN #: 610 002-3013
   Assigned SWBT Interconnection Coordinator;
2. NAME: Hope Harbeck
   ADDRESS: One Bell Plaza Rm 522
   PHONE: 214-464-8330
   FAX: 214-464-1486
3. Oate FAX sent to SWBT interconnection coordinator: 3/15/94

KL ATTACHMENT A -738
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

ACNA: ___________ CLLI: ___________

Section 3 - Floor Space Requirements
1. NUMBER OF EQUIPMENT FRAMES TO BE INSTALLED: 100
2. INITIAL FLOOR SPACE REQUIRED (in 100 square foot increments): 2,400 sq ft.
3. ATTACH PROPOSED LAYOUT FOR SPACE. INCLUDE 70' x 23' POT FRAME IN LAYOUT. INDICATE BOTH INITIAL AND FUTURE GROWTH REQUIREMENTS.
4. SPECIAL REQUIREMENTS (i.e. No. of parking spaces, restroom access required. etc)
These requirements will be provided where technically feasible. Attach separate sheet if necessary.

Section 4 - Technical Equipment Specifications
1. SPECIFY 48 VOLT BATTERY AND GRUND REQUIREMENTS. 2,800 amps total req'd
QUANTITY OF LOADS: CAPACITY PER LOAD: AMPS.
3. SPECIFY 3 YEAR FORECAST OF 48 VOLT DC POWER: 400 AMPS, per year (total of 4,000 amps at end of 3 years)
4. * SPECIMAC POWER REQUIREMENTS (NOT TO EXCEED 110 VOLTS):
UNPROTECTED: VOLTS; REQO AMPS: # OF CKTS: 
ESSENTIAL; VOLTS; REQO AMPS: # OF CKTS: 

* AC power to be negotiated at a later date.
Section 4 - Technical Equipment Specifications (continued)

5. ONE YEAR SERVICE FORECAST - QUANTITY OF DS1: 2,560 DS3: 18

6. QUANTITY OF SWBT PROVIDED DSX PANELS IN POT FRAME (optional):
   
   DSX1 - (84 CKTS PER PANEL) - PROVIDE 31 PANELS
   DSX3 - (24 CKTS PER PANEL) - PROVIDE 1 PANEL

7. SYNCHRONIZATION REQUIRED? □ YES □ NO

8. ADDITIONAL INFORMATION FOR ARRANGEMENTS OF MORE THAN 400 sq. ft.:

   Describe the interconnector planned scope of work required from SWBT for this request. Include full floor space program (continue response on separate sheet if needed):
   - List all functions and associated square footage.
   - Define all operational and environmental requirements for each function.

Based on cooperative meetings (when required) between SWBT and the interconnector, after a complete scope of work is provided, a quotation of nonRECURRING and RECURRING rates will be provided by SWBT to the interconnector within 60 days.
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

ACNA: SBC          CLLI: HSTNTX08

Section 5 - Insurance Information

1. ATTACH INSURANCE CERTIFICATES AND COPIES OF POLICIES REFLECTING COVERAGE Delineated in the physical collocation agreement.

Section 6 - Detailed technical Information:

1. Requested space available date: 06/01/96

2. List all equipment planned to be placed on this application:

<table>
<thead>
<tr>
<th>GENERIC NAME</th>
<th># OF BAYS</th>
<th>FLOOR LOADING</th>
<th>HEAT RELEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Distance Digital Switch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Nortel, Lucent, or ODC)</td>
<td>84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/1 Digital Cross-Connect System</td>
<td>7</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>(Alcatel or Tellabs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSX-1 bays</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSX-3 bays</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal Transfer Point (OCS)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal Control Point (OCS)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

ACNA: ____________  CLLI: HSTNTX08

Section 7 - OSP Cable Information
N/A-Leasing facilities.
1. IS DIVERSE ENTRY REQUESTED? _____YES _____NO
2. DIRECTIONS FROM WHICH CABLE(S) ORIGINATES? (BE SPECIFIC):

3. NUMBER OF CABLES TO BE PLACED: _______ SIZE (DIAMETER) _______
4. TYPE OF CABLE (MANUFACTURER’S NAME): ____________________________

NOTE: SWBT OSP Engineering will provide the interconnecter contact with the total length of unbroken dielectric cable to extend from outside the entrance manhole through the collocator space. The interconnecter will leave sufficient cable length outside the entrance manhole to allow SWBT to fully extend the cable through the vault and into the partitioned space. Excess cable will be brought into the partitioned space and left as slack for the interconnecter to install to their equipment.

5. INTERCONNECTER CONTACT FOR REFERRING CABLE LENGTH INFORMATION:
NAME: ____________________________  PHONE: _______________________

6. FOR SWBT REFERENCE USE ONLY:
CABLE(S) TO BE PLACED IN ENTRANCE MANHOLE(S): ________________
CUSTOM WORK ORDER REQUIRED? _____YES _____NO  CWO #: ____________
# FT OF CABLE REQ’D: _______ FT ________________________________
# FT OF CABLE REQ’D: _______ FT  DATE INFO. PROVIDED CONTACT: __________

NAME: __________________________  DATE: ________________________

QUOTATION AND CONFIRMATION FOR COLLOCATOR
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

1. INTERCONNECTOR: Southwestern Bell Communications Systems

2. ADDRESS: 130 E, Travis, Suite 550; San Antonio, TX 78205

3. CONTACT NAME: Randy Still
   PHONE #: 214-464-6523
   FAX #: 214-464-5576

4. CLASS OF SERVICE: XPO

5. CENTRAL OFFICE: ___________________________
   CLLI. ___________________
   ADDRESS:

6. INTERCONNECTOR BILLING ACCOUNT NUMBER: ___________________________

Total Arrangement Charges: MONTHLY: $_______ PREPARATION: $_______

SWBT completion (space ready) _______ days after receipt of confirmation and 50% of preparation charges.
Interconnector equipment installed _______ days after SWBT completion.

Attached is SWBT provided floor space layout for this request.

THIS FORM ALONG WITH A CHECK FOR 50% OF THE PREPARATION CHARGES SHOULD BE
FORWARDED TO THE FOLLOWING SOUTHWESTERN BELL ICSC DEPARTMENT

NAME: ___________________________
ADDRESS: ___________________________
CITY / STATE / ZIP: ___________________________

SWBT ACCOUNT MANAGER: ___________________________ PHONE: ___________________________

SIGNATURE: ___________________________ DATE: ___________________________
PHYSICAL COLLOCATION WORK COMPLETION FORM

INTERCONNECTOR: __________________________ ADDRESS: __________________________

CENTRAL OFFICE: __________________________ CITY: __________ STATE: ___

SWBT INTERCONN. COORD.: __________________________

PHONE #: __________________________ FAX #: __________________________

CASE #: __________________________ CLLLI: __________________________

SWBT COMPLN DATE: __________ OCCUPANCY DATE: __________

SWBT portion of this collocation project has been completed in accordance with the physical collocation agreement and the collocation specifications approved for this job. The space is now ready for occupancy. All associated work is complete.

EXCEPTIONS TO CONSTRUCTION WORK: __________________________

______________________________________________________________

PREPARATION AND MONTHLY CHARGES AS SPECIFIED IN THE PHYSICAL COLLOCATION AGREEMENT COMMENCE UPON COMPLETION DATE SHOWN ABOVE.

SOUTHWESTERN BELL TELEPHONE COMPANY
NETWORK SALES SUPPORT

NAME (TYPE OR PRINT): __________________________

SIGNATURE: __________________________ DATE: __________

DATE NSS FORWARDED COMPLETION FORM TO SWBT INTERCONNECT COORDINATOR AND ICSC:

NAME: __________________________ DATE: __________
Southwestern Bell Telephone
Retention Period - 1 Year

MEMO PAYMENT

NAME
Southwestern Bell ConnSvcs

ADDRESS
120 E Travis, Ste 500
San Antonio, TX 78205

REMARKS
Advanced Payment for
0941070 for Physical
Collocation Case
H0731596@04P

TELEPHONE OR ACCOUNT NUMBER
610 002-3013

CUSTOM CODE
070

AMOUNT PAID
$7,360.00

Official File Copy, if Req. Retention

SOUTHWESTERN BELL COMMUNICATIONS
SERVICES, INC.
178 E HOUSTON
SAN ANTONIO, TX 78205

DATE: March 18, 1996

PAY TO THE ORDER OF SUBT-ICSC *** $7,360.00

Seven thousand three hundred sixty & no/100 *** DOLLARS

BOATMEN'S

KL ATTACHMENT A -746
March 16, 1996

Southwestern Bell Communications Services

SWBT-ICSC
One Bell Plaza, Rm. 2800
Dallas, TX 75202

Per Southwestern Bell Telephone Company's Interconnector's Technical Publication for Non-Standard Physical Collocation, Issue 1, please find enclosed five Non-Standard Physical Collocation Applications. Also, find enclosed five drafts, payable to SWBT, for the required Engineering Design Charges.

Southwestern Bell Communications Services is requesting Non-Standard Physical Collocation for the following locations:

Dallas
Houston
Kansas City
San Antonio
St. Louis

Also please note that insurance information requested in Section 5 of the application is not included because insurance criteria is contained in the as-yet-unreleased 'Collocation Agreement'. This was verified in a call to the SWBT Interconnection Coordination Team on March 15, 1996.

I would like a response within 5 days should any above location be unavailable for our collocation requirements so that an alternate site may be selected.

Your signature and date and time stamp of the endorsed copy of this letter indicates your receipt of the applications.

Sincerely,

Enclosures
Dallas, May 10, 1996

Ray Sulsh
SBCS Inc.
One Bell Plaza. Room 1145
Dallas, Texas 75202

Ms. Hope Harbeck
Southwestern Bell Telephone Co.
One Bell Plaza. Room 522
Dallas, Texas 75202

Ms. Harbeck,

As you requested, attached are addendum to SBCS's requests for non-standard collocation for each switch site to complete our requests. Should you have any questions, please contact me at (214) 464-3168.

Thank you.

[Signature]

Ray Sulsh
Addendum to SBCS request for Non-Standard Collocation

Date: May 10, 1996
Location: SWBT Wesleyan Central Office (HSTNTXOB)
3303 Wesleyan Street
Houston, TX 77027

This addendum is intended to complete the request for non-standard collocation by providing the following information on the type of SBCS equipment to be placed.

Equipment Vendor: Nortel
Equipment Type: OMS-250 Switch

By Ray Sulsh
SBCS Inc.
One Bell Plaza, Room 1145
Dallas, Texas 75202

Date 5/10/96
June 10, 1996

Interexchange Carrier Service Center
One Bell Plaza, Room 2800
Dallas, TX 75202

To Whom It May Concern:

Attached is a check for 50% of the Non-Recurring and monthly recurring charge billed to Southwestern Bell Communications Services (SBCS) for central office floor space at Houston Weslayan. Enclosed is a copy of the cost estimate provided to SBCS.

Check #050216 for the amount of $431,320.50

Please provide written documentation upon receipt of the check.

Questions may be referred to me.

Sincerely,

[Signature]

Enclosure
Southwestern Bell
Communications Services, Inc.

Pay Four Hundred Thirty-One Thousand Three Hundred Twenty Dollars And
50 Cents

To the Order of SOUTHWESTERN BELL TELEPHONE
ONE BELL PLAZA
SUITE 0522.02
DALLAS, TX 75202

MEMO PAYMENT

Southwestern Bell Telephone
Retention Period: 1 Year

NAME
Sw Bell Comm Svs

ADDRESS
130 E TRAVIS STE 510
SAN ANTONIO, TX 78205

REMARKS
50% upfront payment for

Case # 100315960049
HSTNY08 HA1

Plz apply to Invoice 60049

Official File Copy. If Red; Retention
LATAs w/SBCS SWITCH COLLOCATION
(Dallas, Houston, San Antonio, Kansas City)

TO INTEGRAL LAT

SECS ACTL

SECS ORDERED

Other Offices

DS3/DS1

M13

DCS

PRIVATE LINE

ACCESS TANDEM

SWBT

SBCS

TOLL TANDEM

KL ATTACHMENT A -752
June 5, 1996

Mr. Al Porta
Managing Director Technology/Product Development
One Bell Center, Room 4204
St. Louis, MO 63101

Dear Al:

Following are the estimated nonrecurring and monthly recurring charges quotations for the Southwestern Bell Communications Services (SBCS) central office floor space arrangement request at the SWBT Houston Weslayan central office. In the meantime, if SBCS desires SWBT to begin construction immediately, a check for 50% of the nonrecurring charges quoted need to be submitted to the Dallas ICSC. By submitting a check, SBCS would commit itself to reimbursing SWBT for its costs should SWBT and SBCS be unable to reach a lease agreement. Under the lease agreement being prepared, once construction is completed, a true-up process of subcontractor expenses would occur and SBCS will be required to pay any additional cost incurred. If the actual costs are less than the estimated costs, SWBT will reimburse SBCS appropriately.

Houston Weslayan:

TX-6A-Capitol: NONRECURRING $362,641.00
RECURRING $15,424.24

These amounts are subject to any adjustments required by applicable affiliate transaction rules. We expect the form of the lease agreement will be completed shortly and we will provide you with a copy of it.

The total interval for this project is 26 weeks from firm order (receipt by SWBT of SBCS' check). The floor space will be ready for start of switch installation 16 weeks from firm order. SWBT is reviewing these intervals to determine functions that could be overlapped in order to better the switch installation start date.

Questions regarding this quotation should be referred to me.

Sincerely,

[Hoping Name]
Attachment
### RESULTS

**CUSTOMER:** SOUTHWESTERN BELL COMMUNICATION SERVICES  
**ACNA:** SBC  
**LOC:** HOUSTON, TEXAS WESLAYAN  
**CASE #:** HO831596004P  
**INTERCON CLLI:** HSTNTX08HA1  
**OROER #:** N941070

**COSTS FOR SECS COLLOCATION IN HOUSTON, TEXAS**  
**CONSTRUCTION COSTS TO PROVIDE 3200 SQUARE FEET** $308,409.00  
**FOR SBCS PHYSICAL COLLOCATION IN WESLAYAN C.O.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>COST OF POWER ADDITION</td>
<td>$420,000.00</td>
</tr>
<tr>
<td>COST OF POT FRAME</td>
<td>$134,232.00</td>
</tr>
<tr>
<td>TOTAL UPFRONT PAYMENT</td>
<td>$862,641.00</td>
</tr>
<tr>
<td>MONTHLY COST FOR POT FRAME</td>
<td>$488.18</td>
</tr>
<tr>
<td>MONTHLY COST FOR POWER ADDITION</td>
<td>$4,668.06</td>
</tr>
<tr>
<td>TOTAL MONTHLY COST</td>
<td>$5,136.24</td>
</tr>
<tr>
<td>COLLOCATOR SPACE ANNUAL RENTAL RATE (ASF)</td>
<td>$38.58</td>
</tr>
</tbody>
</table>

\[
\frac{3858 \times 3200}{12} = 10288.
\]

\[
\frac{5136.24}{10.288} = 492.42424.
\]
Southwestern Bell Telephone

PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

Section 1 - General Information

1. INTERCONNECTOR: Southwestern Bell Communications Services  ACNA: SBC

2. ADDRESS: 130 E. Travis, Suite 550; San Antonio, TX 78205

3. CONTACT NAME: Randy Still, Director - Planning 6 Design


4. I HAVE READ AND UNDERSTAND SWBT's COLLOCATION TECHNICAL STANDARDS.

   NAME: Randy Still  SIGNATURE:  DATE: 3/5/96

5. COLLOCATION CENTRAL OFFICE: Houston-Heslayan

   CLLI: HSTNX09  ADDRESS: 3303 Heslayan Street

   CITY/STATE: Houston, Texas 77027

Section 2 - For SWBT Use:

DATE/TIME RECEIVED: 3-15-96 10:40PM

ICSC:

1. NAME: Judy Mayfield  ADDRESS: 1 Bell Plaza Rm 2800

   PHONE: 214-464-1535  FAX: 214-464-1571

   CASE #: 10D31596004P  CLLI: HSTNX08HAT

   BAN #: 610 002-3013

   N94107D

   Assigned SWBT Interconnection Coordinator:

2. NAME: Hope Haubert  ADDRESS: 1 Bell Plaza Rm 522


3. Date FAX sent to SWBT interconnection coordinator: 2/15/91

KL ATTACHMENT A -755
Section 3 - Floor Space Requirements

1. NUMBER OF EQUIPMENT FRAMES TO BE INSTALLED: 182

2. INITIAL FLOOR SPACE REQUIRED (in 100 square foot increments): 3200 sq. ft.

3. ATTACH PROPOSED LAYOUT FOR SPACE. INCLUDE 70' x 23' POT FRAME IN LAYOUT. INDICATE BOTH INITIAL AND FUTURE GROWTH REQUIREMENTS.

4. SPECIAL REQUIREMENTS (i.e., No. of parking spaces, restroom access required?, etc.) These requirements will be provided where technically feasible. Attach separate sheet if necessary.

Section 4 - Technical Equipment Specifications

1. SPECIFY 48 VOLT BATTERY AND GRUND REQUIREMENTS:
   QUANTITY OF LOADS: 8
   CAPACITY PER LOAD: 400 AMPS.

2. SPECIFY 3 YEAR FORECAST OF 48 VOLT DC POWER: 3682 AMPS.

3. SPECIFY AC POWER REQUIREMENTS (NOT TO EXCEED 110 VOLTS):
   UNPROTECTED: VOLTS: _____ REQD AMPS: 100amps # OF CKTS: _____
   ESSENTIAL: VOLTS: _____ REQD AMPS: 100amps (UPS) # OF CKTS: _____

* No AC power required for SECS equipment
AC power will be required for center aisle lighting and is to be provided by SWBT.
Section 4 • Technical Specifications (continued)

4. ONE YEAR SERVICE FORECAST: QUANTITY OF DS1: 168 DS3: 72

5. QUANTITY OF SWBT PROVIDED DI PANELS AND MDF TIE PAIRS IN POT FRAME:
   - DI-1 - (34 CKTS PER PANEL) • PROVIDE: 2 PANELS
   - DI-3 - (24 CKTS PER PANEL) • PROVIDE: 3 PANELS
   - CONNECTOR BLOCKS (100 MDF TIE PAIRS PER BLOCK) PROVIDE BLOCKS

6. SYNCHRONIZATION REQUIRED? X YES NO

7. ADDITIONAL INFORMATION FOR ARRANGEMENTS OF MORE WAN 400 sq. ft.:

   Describe the interconnector planned scope of work required from SWBT for this request. Include full floor space program (continue response on separate sheet if needed):
   - List all functions and associated square footage.
   - Define all operational and environmental requirements for each function.

   Panels should be split evenly between two (2) POT frames, with at least six feet of separation between frames. Diverse cable routing from the POT frame to the Telco DSX line up, along with panel separation by the Telco is also requested.

   Two (2) DS1 feeds from the Telco PRS to SBCS's BITS clock for synchronization are requested.

   SBCS requests two (2) 400 Amp loads (load A & B) from the Telco to feed a BDFB. SBCS also requests that the Telco provide the return ground cable (Integrated Ground) for the Ground Bar (Ground Bar to be provided by SBCS) associated with the BDFB.

   Based on cooperative meetings (when required) between SWBT and the applicant, after a complete scope of work is provided, a quotation of PREPARATION and MONTHLY charges will be provided by SWBT to the interconnector within 60 days.
Section 5 - Insurance Information

1. Applicant will be required to provide proof of insurance as negotiated in space agreement. If known and available, insurance information may be submitted with this application.

Section 6 - Detailed technical Information:

1. Requested space available date: 7/1/96

2. List all equipment planned to be placed on this application:

<table>
<thead>
<tr>
<th>GENERIC NAME</th>
<th>#OF BAYS</th>
<th>FLOOR LOADING</th>
<th>HEAT RELEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BITS Clock</td>
<td></td>
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</tr>
<tr>
<td>Dantel ACU</td>
<td></td>
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</tr>
<tr>
<td>3/1 Digital Cross Connect System (DCS)</td>
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<td></td>
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<tr>
<td>Hekimian 6700</td>
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</tr>
<tr>
<td>Echo Cancellation Units</td>
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<tr>
<td>04 Channel Banks</td>
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</tr>
<tr>
<td>DSX1/DSX3 Panels</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Framework &amp; racking</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>DMS 250 toll switch</td>
<td></td>
<td></td>
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<tr>
<td>MDF</td>
<td></td>
<td></td>
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<tr>
<td>RDB w/ Separate 400 Amp Load A&amp;B</td>
<td></td>
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</tbody>
</table>

Note: As shown on page 2, SBCS plans to install a total of approximately 182 frames (bays): 122 switch and 60 transport & miscellaneous. Heat dissipation and floor loading information is provided on attachments.
### NORTEL DMS 250/300

<table>
<thead>
<tr>
<th>Frame or cabinet</th>
<th>Weight</th>
<th>Current (typical)</th>
<th>Power (maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central control complex (CCC) (double bay)</td>
<td>1200 lbs.</td>
<td>25 Amps</td>
<td>1720 watts</td>
</tr>
<tr>
<td>Double shelf network (DSNE)</td>
<td></td>
<td>14 Amps</td>
<td>600 watts</td>
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<tr>
<td>Input/output equipment (IOE)</td>
<td>600 lbs.</td>
<td></td>
<td>1360 watts at 6 ccs 1550 watts at 8 ccs</td>
</tr>
<tr>
<td>Trunk modulo equipment (TME)</td>
<td>500 lbs.</td>
<td>12 Amps</td>
<td>480 watts</td>
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<tr>
<td>Power distribution center (PDC)</td>
<td>500 lbs.</td>
<td>Varies (up to about 600 Amps)</td>
<td>200 watts</td>
</tr>
<tr>
<td>Dual-plane combined core (OPCC)</td>
<td>1600 lbs. fully loaded</td>
<td>88 Amps</td>
<td>3500 watts</td>
</tr>
<tr>
<td>Enhanced network (ENET)</td>
<td>1750 lbs. fully loaded</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
<tr>
<td>Link peripheral processor/Link interface unit-7 (LPP/LIU7)</td>
<td>1750 lbs.</td>
<td>80 Amps</td>
<td>3200 watts</td>
</tr>
</tbody>
</table>

### Heat Dissipation

The heat dissipation of the DMS Family switch, averaged over the equipment floor area and over a 24-hour period, does not exceed 80 watts per square foot (861 watts per square meter).
**SBCS Transport Proposed Heat Dissipation (BTU/Bay)**

<table>
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<tr>
<th></th>
<th>4425</th>
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</tr>
</tbody>
</table>
Stephanie:
Hope:

I have updated the second drawing to be included in the revised collocation application. While everything is not on here, I believe the major interconnected components are represented. If you have any questions please give me a call.

Beth Rice

<<File Attachment: LDCOLL.PPT>>
LATAs w/SBCS SWITCH COLLOCATION
(Dallas, Houston, San Antonio, Kansas City)

Other Offices

Private Line

SWBT

SBCS

Access Tandem

DCS

Echo Canceller

Toll Tandem

Private Line

DSX

POT

DS1-Private Line

DS3

DS1s

006087

KL ATTACHMENT A - 763
Contractor recognizes its responsibility to comply with all federal and state laws governing performance of this contract including, but not limited to: Executive Order 11246, Executive Order 11625, Executive Order 11238, Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veteran’s Readjustment Assistance Act of 1971.

I. Equal Employment Opportunity Duties of Government Contractors (Applicable to Contracts and Subcontracts Exceeding $10,000)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment based on race, color, national origin, or sex.

2. The Contractor will comply with affirmative action requirements to ensure that applicants are employed and that employees are treated without regard to their race, color, national origin, or sex.

3. The Contractor will send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the Contractor’s commitments under section 202 of Executive Order 11246 of September 14, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and rules, regulations, and orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or any of its subcontractors, this contract or any part thereof may be canceled, terminated, or suspended.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rule, regulations, or order of the Secretary of Labor.

8. Certification of Non-Segregated Facilities (Applicable to Contracts and Subcontracts Exceeding $10,000)

The Contractor certifies that it does not and will not maintain any facilities which provide for the employment of persons in segregated facilities, or permit its employees to perform their services at any location under whose control where segregated facilities are maintained, and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

III. Employer Information Report (Applicable if Value of Contract is $50,000 or More and Contractor Has 50 or More Employees)

Contractor agrees and certifies that it will file complete and accurate reports (EO-1) per the current instructions and file such other reports as may be required under Executive Order 11246, as amended, and rule and regulations adopted thereunder.

IV. Written Affirmative Action Program (Applicable if Value of Contract is $50,000 or More and Contractor Has 50 or More Employees)

Contractor will develop an affirmative action compliance program for each of its establishments as required by 41 C.F.R. Part 60-2.40 and 60.2.

V. Certification of Compliance with Veteran Responsibilities (Applicable to Contracts and Subcontracts of $10,000 or More)

In accordance with the Vietnam Veteran’s Readjustment Assistance Act of 1971 and 41 C.F.R. Part 60-250, as amended, the parties incorporate by reference the “Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era” clause and such other regulations and contract clauses required to be made part of government contracts and subcontracts.

VI. Employment of the Handicapped (Applicable to Contracts and Subcontracts of $2,500 or More)

In accordance with the Rehabilitation Act of 1973, as amended, Executive Order 11758 and 41 C.F.R. Part 60-741, the parties incorporate by reference the Affirmative Action for Handicapped Workers clause and all other regulations and contract clauses required to be made part of government contracts and subcontracts.

VII. Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Applicable when Government Contract is Expected to be Over $50,000)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts as required by any Federal agency.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration for the awarding agency of the United States as may be necessary to determine the extent of the Contractor’s compliance with this clause.

(c) As used in this contract, the term “small business concern” means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term “small business concern” shall mean a small business concern owned and controlled by socially and economically disadvantaged individuals which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; and

1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or

2. Whose management and daily business operations are controlled by one or more of such individuals.

KL ATTACHMENT A – 764 006088SW78 (Rev. 1/24)
CENTRAL OFFICE LEASE AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.

as "Tenant"

for

Dallas Taylor
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CENTRAL OFFICE LEASE AGREEMENT

THIS CENTRAL OFFICE LEASE AGREEMENT ("Agreement") is made this 30th day of April, 1997 by and between SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation ("SWBT"), and SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC., a Delaware corporation ("Tenant").

WITNESSETH

WHEREAS, SWBT has space available in the Building (as defined herein) that it is willing to lease;

WHEREAS, the Tenant needs space for telecommunications equipment and has determined that the Building would be suitable.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SWBT and the Tenant (the "parties") agree as follows:

ARTICLE I - PREMISES

1.1 Right to Use. Subject to this Agreement, SWBT grants to Tenant the right to use the premises described on Exhibit 1, Physical Collocation Application Form for Non-Standard Arrangements/Central Office Space Application Form ("Premises"), attached and incorporated herein, within real property at 4211 Bryan Street, the City of Dallas, County of Dallas, State of Texas.

1.2 Relocation. Notwithstanding Section 1.1, in the event that SWBT determines it necessary for the Premises to be moved within the building in which the Premises is located ("Building") or to another building of similar characteristics, the Tenant is required to do so. In such an event, the Tenant shall be responsible for the preparation of the new premises at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Premises or Building unlawful or uneconomical in SWBT's sole judgment. Otherwise SWBT shall be responsible for any such preparation.

In the event that the Tenant requests that the Premises be moved within the Building or to another SWBT building, SWBT shall permit the Tenant to relocate the Premises, subject to the availability of space and associated requirements. The Tenant shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Premises and the new building as applicable.

In either such event, the new premises shall be deemed the "Remises" and the new "Building" for purposes of the Agreement.

1.3 The Premises. SWBT agrees, at the Tenant's sole cost and expense as set forth herein, to prepare the Premises in accordance with working drawings and specifications entitled Physical Collocation Application Form/Central Office Space Application Form and dated 3/15/96 through 6/12/96, which documents...
ARTICLE II - EFFECTIVENESS
This agreement shall be effective upon receipt of SWBT of the initial payments specified in Section 4.4, whereupon SWBT shall begin preparing the Remises for the Tenant. Payment to SWBT of the remaining charges under that Section shall be due upon completion and prior to the Tenant being permitted access to the Remises for purposes other than inspection.

ARTICLE III - TERM
3.1 Commencement Date. This Agreement shall be a term of Five (5) years, beginning on the “Commencement Date.” The term shall automatically renew unless either party gives written notice to the contrary at least ninety (90) days prior to the fifth anniversary of the “Commencement Date.” The “Commencement Date” shall be the first day upon which Tenant begins placing its equipment in the Remises.

3.2 Occupancy. Unless there are unusual circumstances, SWBT will notify the Tenant that the Remises is ready for occupancy within 133 days after receipt of the initial payments due under Sections 4.4, and 4.5. The Tenant must take possession of the premises within sixty (60) days after receipt of such notice. Possession is deemed to have been taken under this Agreement when Tenant begins to place any personal property in the Remises. If the Tenant fails to take possession within such period, this Agreement is terminated except that the Tenant shall be liable in an amount equal to the unpaid balance of the charges due hereunder.

ARTICLE IV - PREMISES CHARGES
4.1 Monthly Charges. Beginning on the Commencement Date, Tenant shall pay to SWBT a charge of twenty four thousand two hundred seventy-four dollars sixteen cents ($24,274.16) per month for use of the Remises. The monthly charge may be increased upon thirty (30) days' notice by SWBT, but no more than once per calendar year. Should SWBT increase the monthly charge, Tenant may cancel Agreement upon thirty (30) days notice thereafter.

4.2 Billing. Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) days notice to the Tenant.

4.3 Preparation Charges. The one-time charge for preparing the Remises for use by the Tenant is estimated to be one million six hundred seventy thousand three hundred dollars ($1,670,000.00) ("Preparation Charge"), which consists of two components: (i) the charge associated with modifying the Building to make the Remises available ("Common Charge"), and (ii) the charge associated with preparing the Remises ("Remises Charge"). Of the Preparation Charge one million six hundred seventy
thousand three hundred Dollars ($1,670,3000) is the estimate for subcontractor charges ("Subcontractor Charges").

4.4 Payment of Common Charges. Prior to any obligation of SWBT to start any preparation of the Premises, the Tenant shall pay SWBT fifty percent (50%) of the Premises Charge and shall be due no later than ten (10) business days after the Agreement has been executed. The remainder of the Premises Charge is due upon completion and prior to occupancy by the Tenant.

4.5 Payment of Common Charges. (a) In addition and prior to any obligation on SWBT to start any preparation of the Building, the Tenant shall pay SWBT fifty percent (50%) of the Common Charge. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by the Tenant.

(b) The first entity to which SWBT provides space in the Building, whether as a lease or as a physical collocation, shall be responsible for all costs incurred by SWBT associated with the preparation of the Building to provide initial space ("Initial Common Charge"). Thereafter the Initial Common Charge will be prorated and the prorated share refunded to the previous tenant(s)/physical collocator(s) as additional entities use space in the Building within (12) months of the first billing date of the initial monthly charge for the first entity in the Building, using the following schedule:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Initial Common Charge</th>
<th>Refund</th>
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<tbody>
<tr>
<td>1st</td>
<td>100%</td>
<td>NA</td>
</tr>
<tr>
<td>2nd</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>3rd</td>
<td>33 1/3%</td>
<td>16 2/3%</td>
</tr>
<tr>
<td>4th</td>
<td>25%</td>
<td>8 1/3%</td>
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<tr>
<td>5th and beyond</td>
<td>0%</td>
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</table>

To the extent that such an entity uses a space other than that initial space, SWBT shall refund to the Tenant the portion of the Initial Common Charge applicable to such entity based on the relative use of such initial space in a manner consistent with the above methodology and other terms of this Agreement. The obligation for a refund is conditioned upon any law or regulation or governmental decision that may affect or foreclose such refund or SWBT's ability to perform the proration.

(c) No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first entity provided space in the Building.

(d) Notwithstanding the above, SWBT shall have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Common Charge, irrespective of whether paid by the Tenant and/or any subsequent entity, or to remit any amount based upon charges not actually collected.

(e) Tenant shall have the right, through its representatives, to inspect and audit, during normal business hours, the records of SWBT related to the charges to Tenant.
hereunder, subject to reasonable notice and a reasonable non-disclosure agreement if requested by SWBT.

4.6 Occupancy Conditioned on Payment. SWBT shall not permit the Tenant to have access to the Premises for any purpose other than inspection until SWBT is in receipt of complete payment of the Preparation Charge.

4.7 Subcontractor Charges. Within one hundred twenty (120) days of the completion date of the Premises, SWBT shall perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to the Tenant or, alternatively, any amount below such Charges will be remitted to the Tenant.

4.8 Breach Prior to Commencement Date. In the event that the Tenant materially breaches this Agreement by purporting to terminate this Agreement after SWBT has begun preparation of the Premises but before SWBT has been paid the entire amounts due hereunder, then in addition to any other remedies that SWBT might have, the Tenant shall be liable in the amount owed to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor, transportation and any other associated costs.

4.9 Late Payment Charge. In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services for the State in which the Premises is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

ARTICLE V - USE OF PREMISES

5.1 Nature of Use. Consistent with the nature of the Building and the environment of the Premises, the Tenant shall not use the Premises for general office, retail, or sales purposes. No signage or markings of any kind by the Tenant shall be permitted on the Building or on the grounds surrounding the Building.

5.2 Equipment List. A list of all of the Tenant's equipment and facilities that will be placed within the Premises is set forth on Exhibit __, attached and incorporated herein, with the associated power requirements, floor loading and heat release of each piece. The Tenant warrants and represents that Exhibit __ is a complete and accurate list, and acknowledges that any incompleteness or inaccuracy would be a material breach of this Agreement. The Tenant shall not place or leave any equipment or facilities within the Premises beyond those listed on Exhibit __ without the express written consent of SWBT.

5.2.1 Subsequent Requests to Place Equipment. In the event that subsequent to the execution of this Agreement the Tenant desires to place in the Premises any equipment or facilities not set forth on Exhibit __, the Tenant shall furnish to SWBT a written list and description thereof substantially in the form of Attachment A, which is attached and incorporated. Thereafter, in its sole discretion, SWBT may provide such
written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both parties of a final list and description, including any applicable charges, this Agreement shall be deemed to have been amended to include the terms and conditions of the final list and description.

5.2.2 Limitations. The foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

5.3 Administrative Uses. The Tenant may use the Remises for placement of telecommunications equipment and ancillary facilities, as well as associated office space for technical personnel monitoring and maintaining such equipment and facilities. The Tenant’s employees, agents and contractors shall be permitted access to the Premises at all reasonable times, provided that the Tenant’s employees, agents and contractors comply with SWBT’s policies and practices pertaining to fire, safety and security. The Tenant agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Premises. Upon the expiration of the Agreement, the Tenant shall surrender the Premises to SWBT, in the same condition as when first occupied by the Tenant ordinary wear and tear excepted.

5.4 Threat to Network or Facilities. Any use of the Premises or activities therein which represent a significant demonstrable technical threat to SWBT’s network or facilities, including the Building, are strictly prohibited and constitute a material breach of this Agreement.

5.5 Interference or Impairment. Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Premises shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Building; create hazards for or cause damage to those facilities, the Premises, or the Building; impair the privacy of any communications carried in, from, or through the Building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Agreement.

5.6 Interconnection to Others. The Tenant shall not be permitted to directly connect to any third party’s facilities and/or services within the Building.

5.7 Personality and its Removal. Subject to this Article, the Tenant may place or install in or on the Premises such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by the Tenant in the Premises shall not become part of the Premises even if nailed, screwed or otherwise fastened to the Premises, but shall retain their status as personality and may be removed by Tenant at any time. Any damage caused to the Premises by the removal of such property shall be promptly repaired by Tenant at its expense.

5.8 Alterations. In no case shall the Tenant or any person purporting to be acting through or on behalf of the Tenant make any rearrangement, modification, improvement,
addition, repair, or other alteration to the Premises or the Building without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair, or other alteration requested by the Tenant provided that SWBT shall have the right to reject or modify any such request. The cost of any such construction shall be paid by Tenant in accordance with SWBT’s then-standard custom work order process.

ARTICLE VI - STANDARDS

6.1 Minimum Standards. This Agreement is made available subject to and in accordance with the (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT’s Technical Publication for Central Office Floor Space Arrangements dated July, 1996, as may be amended from time to time; (iii) SWBT’s Technical Publication 76300, Installation Guide, followed in installing network equipment and facilities within SWBT central office, as may be amended from time to time; (iv) SWBT’s Emergency Operating Procedures, as may be amended from time to time; and (v) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. The Tenant shall strictly observe and abide by each.

6.2 Revisions. Any revision to SWBT’s Technical Publication for Central Office Floor Space Arrangements, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Agreement thirty (30) days after such revision is released by SWBT; provided, however, that any revision made to address situations potentially harmful to SWBT’s network or the Premises, or to comply with statutory and/or regulatory requirements shall become effective immediately.

6.3 Compliance Certification. The Tenant warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for each item set forth on Exhibit A. The Tenant also warrants and represents that any equipment or facilities that may be placed in the Premises pursuant to Section 7.2.1 or otherwise shall be so compliant. DISCLOSURE OF ANY NON-COMPILANT ITEM ON EXHIBIT A, PURSUANT TO SECTION V, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER. Notwithstanding the foregoing, SWBT acknowledges that the Tenant has placed certain non-NEBS compliant equipment in the Premises in a segregated space specifically prepared for such equipment (e.g. firewalled). The Tenant represents and warrants that all such non-NEBS compliant equipment has been disclosed to SWBT and placed within that specially constructed space.

ARTICLE VII - RESPONSIBILITIES OF THE TENANT

7.1 Contact Number. The Tenant is responsible for providing to SWBT personnel a contact number for Tenant technical personnel who are readily accessible 24 hours a day, 7 days a week, 365 days a year.
7.2 Removal. The Tenant is responsible for removing any equipment, property or other items that it brings into the Premises or any other part of the Building. If Tenant fails to remove any equipment, property, or other items from the Premises within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge the Tenant for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, the Tenant shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.

7.3 Verbal Notifications Required. The Tenant is responsible for immediate verbal notification to SWBT of significant problems which could impact or degrade SWBT’s network, facilities, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

ARTICLE VIII - QUIET ENJOYMENT

Subject to the other provisions hereof as may be required by law, SWBT covenants that it has full right and authority to permit the use of the Premises by the Tenant and that, so long as the Tenant performs all of its obligations herein, the Tenant may peaceably and quietly enjoy the Premises during the term hereof.

ARTICLE IX - ASSIGNMENT

The Tenant shall not assign or otherwise transfer this Agreement, neither in whole nor in part, or permit the use of any part of the Premises by any other person or entity, without the prior written consent of SWBT. Any purported assignment or transfer made without such consent shall be voidable at the option of SWBT. The Tenant shall not permit any third party to jointly occupy the Premises.

ARTICLE X - CASUALTY LOSS

10.1 Damage to Premises. If the Premises are damaged by fire or other casualty,

(i) The Premises are not rendered untenable in whole or in part, SWBT shall repair the same at its expense (as hereafter limited) and the rent shall not be abated, or

(ii) The Premises are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, SWBT has the option to repair the Premises at its expense (as hereafter limited) and rent shall be proportionately abated while Tenant was deprived of the use. If the Premises cannot be repaired within ninety (90) days, or SWBT opts not to rebuild, then this Agreement shall (upon notice to the Tenant) terminate as of the date of such damage. Any obligation on the part of SWBT to repair the Premises shall be limited to repairing, restoring and rebuilding the Premises as originally prepared for the Tenant and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by the Tenant or by SWBT at request of the Tenant, or any fixture
or other equipment installed in the Premises by the Tenant or by SWBT on request of the Tenant.

10.2. Damage to Building. In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion, be advisable, then, notwithstanding that the Premises may be unaffected thereby, SWBT, at its option, may terminate this Agreement by giving the Tenant ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

ARTICLE XI - RE-ENTRY

If the Tenant shall default in performance of any agreement herein, and the default shall continue for thirty (30) days after receipt of written notice, or if the Tenant is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Premises, expel the Tenant and any claiming under the Tenant, remove the Tenant's property at Tenant's expense, forcibly if necessary, and thereupon this Agreement shall terminate, without prejudice to any other remedies SWBT might have.

ARTICLE XII - LIMITATION OF LIABILITY

12.1 Limitation. All equipment and property in or about the Premises shall be at Tenant's sole risk, and Tenant does hereby, now and forever, release SWBT from any claims for personal or property damages, unless caused by or contributed to by the willful or gross negligent acts or omissions of SWBT. In no event shall SWBT be responsible for any indirect, special, consequential, lost profit, or punitive damages, whether in contract or tort.

SWBT shall have no liability whatsoever to the customers of the Tenant for claims arising from the provision of any service provided by the Tenant to its customers.

12.2 Third Parties. The Tenant acknowledges and understands that SWBT may provide space in or access to the Building to other persons or entities ("Others"), which may include competitors of Tenants; that such space may be close to the Premises, possibly including space adjacent to the Remises and/or with access to the outside of the Premises; and that the cage around the Premises is a permeable boundary that will not prevent the Others from observing or even damaging the Tenant's equipment and facilities. In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. The Tenant shall save and hold SWBT harmless from any and all costs, expenses, and claims of or through the Tenant that are associated with any such acts or omission by any Other.

ARTICLE XIII - INDEMNIFICATION OF SWBT

In addition to any other provision hereof, the Tenant agrees to indemnify, defend and save harmless SWBT (including its officers, directors, employees, and other agents)
from any and all claims, liabilities, losses, damages, fines, penalties, Costs, attorney’s fees or other expenses of any kind, arising in connection with Tenant’s use of the Premises, conduct of its business or any activity, in or about the Premises, performance of any terms of this Agreement, or any act or omission of the Tenant (including its officers, directors, employees, agents, contractors, servants, invitees, or licensees). Defense of any claim shall be reasonably satisfactory to SWBT.

ARTICLE XIV - SERVICES, UTILITIES, MAINTENANCE AND FACILITIES

14.1 Operating Services. SWBT, at its sole cost and expense, shall maintain for the Building customary building services, utilities (excluding telephone facilities), including janitor and elevator services. 24 hours a day, 365 days a year. Any business telephone services ordered by the Tenant for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

14.2 Utilities. SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the Tenant’s equipment, in the same manner that it provides such support items for its own equipment within that building.

14.3 Maintenance. SWBT shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by the Tenant to access the Premises.

14.4 Legal Requirements. SWBT agrees to make, at its expense, all changes and additions to the Premises required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities.

ARTICLE XV - LIMITATION OF ACTIONS; DISPUTE RESOLUTION

15.1 Finality of Disputes. No claim arising from this Agreement shall be brought more than twenty-four (24) months from the date of occurrence which gives rise to the claim.

15.2 Alternative to Litigation. The parties desire to resolve disputes arising in connection with this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising from or relating to this Agreement.

15.3 Resolution of Disputes Between Parties. At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement, exempt from discovery and production, shall not be admissible in the arbitration...
described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

15.4 Arbitration. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set forth in those rules. Discovery shall be controlled by the arbitrator and shall be permitted only to the extent set forth in this Section. Each party may submit in writing to the other party, and the receiving party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

(a) Interrogatories
(b) Demands to produce documents
(c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the state of Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

15.5 Costs. Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE XVI - SUCCESSORS BOUND

Without limiting Article XV hereof, the conditions and agreements contained herein shall bind and inure to the benefit of SWBT, the Tenant and their respective successors and assignees. The Tenant represents that no employee or agent of SWBT has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration from the Tenant, or any of the Tenant's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.
ARTICLE XVIII - NON-EXCLUSIVE REMEDIES

No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

ARTICLE XIX - NOTICES

Except as may be specifically permitted in this Agreement, any notice, demand, or payment required or desired to be given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to SWBT: Account Manager-CPAT, One Bell Plaza, Room 522, Dallas TX 75202

If to the Tenant: Director-Planning & Design, 1651 N. Collins Blvd., Ste. 550, Richardson, TX 75080

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

ARTICLE XX - COMPLIANCE WITH LAWS

The Tenant and all persons acting through or on behalf of the Tenant shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. The Tenant further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit _2_ and incorporated herein, as may be modified from time to time.

ARTICLE XXI - OSHA STATEMENT

The Tenant, in recognition of SWBT's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SWBT with all federal, state and local laws, safety and health regulations relating to the Premises which the Tenant has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SWBT harmless for my judgments, citations, fines, or other penalties which are assessed against SWBT as the result of the Tenant's failure to comply with any of the foregoing. SWBT, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Premises which SWBT has agreed to maintain pursuant hereto.
ARTICLE XXII - INSURANCE

22.1 Coverage Requirements. The Tenant shall, at its sole cost and expense procure, maintain, pay for and keep in force the following insurance coverage and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which is authorized to do business in the Jurisdiction in which the Premises are located. SWBT shall be named as an ADDITIONAL INSURED on general liability policy.

(1) Comprehensive General Liability insurance including Products/Completed Operations Liability durance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of $1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.

(2) If use of an automobile is required or if the Tenant is provided or otherwise allowed parking space by SWBT in connection with this Agreement, automobile liability insurance with minimum limits of $1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. The Tenant hereby waives any rights of recovery against SWBT for damage to the Tenant's vehicles while on the grounds of the Building and the Tenant will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of the Tenant's employees, contractors, invitees, licensees or agents.

(3) Workers' Compensation insurance with benefits afforded in accordance with the laws of the state in which the Premise is located.

(4) Employer's Liability insurance with minimum limits of $100,000 for bodily injury by accident, $100,000 for bodily injury by disease per employee and $500,000 for bodily injury by disease policy aggregate.

(5) Umbrella/Excess liability coverage in an amount of $5 million excess of coverage specified above.

(6) All Risk Property coverage on a full replacement cost basis insuring all of the Tenant's personal property situated on or within the Building or the Premises. The Tenant releases SWBT from and waives any and all right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Tenant or located on or in the space at the instance of the Tenant by reason of fire or water or the elements or my other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on the Tenant's fixtures and other personal
property shall contain a waiver of subrogation against SWBT, and any rights of the Tenant against SWBT for damage to the Tenant's fixtures or personal property are hereby waived.

The Tenant may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur. Self insurance of the insurance requirements listed above shall be permitted subject to Tenant 1) having a tangible net worth of $50M or greater, and 2) filing a financial statement annually with the SEC and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet.

22.2 Coverage Increases. The limits set forth in Section 22.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

22.3 Primary Coverage. All policies purchased by the Tenant shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Tenant's facilities or equipment remain within the Premises or the Building. If the Tenant fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Tenant.

22.5 Subrogation. The Tenant shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Tenant shall arrange for SWBT to receive thirty (30) days advance written notice from the Tenant's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.6 Carrier Recommendations. The Tenant must also immediately conform to the recommendation(s) made by SWBT's property insurance company with respect to the Premises, and Tenant's use of the Premises.

22.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XIII - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the Tenant or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXIV - MISCELLANEOUS

24.1 Exhibits The following Exhibits are attached hereto and made part hereof:
24.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

24.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises is located, without regard to the choice of law principles thereof.

24.4 Joint and Several. If Tenant constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

24.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Tenant is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Tenant hereby releases and shall hold SWBT harmless from any duty to negotiate with the Tenant or any of its affiliates for any additional space.

24.6 Severability. If any of the provisions hereof are deemed invalid, such invalidity shall not invalidate the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid provision(s), and the rights and obligations of SWBT and the Tenant shall be construed accordingly.

24.7 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

24.8 Entire Agreement. This Agreement with the attached schedules and exhibits, and referenced documentation and materials attached hereto set forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter and may not be changed except in writing by the parties. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein, and there are no other oral or written understandings or agreements between the parties relating to the subject matter hereof except as may be referenced herein.

24.9 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

24.10 Construction. This Agreement shall be interpreted and governed without regard to which party drafted this Agreement.

24.11 Multiple Originals. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

24.12 Waiver of Obligations. (a) Whenever this Agreement requires the consent of a party, any request for such consent shall be in writing.

(b) Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Agreement prior to the expiration of its term). by virtue of any custom or practice of the parties at variance with the terms hereof or any failure.
refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other entities having space in or on SWBT real property.

24.13 Rights Cumulative. The rights of a party hereunder are cumulative and no exercise or enforcement by such party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such party is entitled to enforce.

24.14 Binding Effect. (a) This Agreement is binding upon the parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

24.15 Impossibility of Performance. Neither party shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal state or municipal government or any department or agency thereof or court of competent jurisdiction; (b) acts of God; (c) acts of omissions of the other party; (d) fires, strikes, labor difficulties, embargoes, war, insurrection or riot; or any other intervening act beyond the reasonable control of the party claiming such a delay. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. In any such event, the Tenant's employee, authorized agents and contractors will comply with the Emergency Operating Procedures established by SWBT.

24.16 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

24.17 Adjustments; Audits and Records. In order to enable SWBT to comply with applicable requirements, if any, of Parts 32 and 64 of the Rules (Rules) of the Federal Communications Commission (FCC) pertaining to accounting classifications and affiliate transactions and any similar state or federal requirements, the parties agree that:

(i) any amount due hereunder shall be no less than that which is required by the applicable provisions, if any, of any such Rules or requirements. In the event that the compensation hereunder is less than that which is required by such applicable provision, SWBT may amend the amount by written notice and Tenant shall promptly pay such amended amount; and

(ii) Tenant shall maintain and shall make available to SWBT, or its auditors, upon two days' notice, complete and accurate records related to this Agreement in
in accordance with generally accepted accounting principles. Tenant shall notify SWBT prior to destroying or otherwise permanently disposing of such records and, at SWBT's option, shall transfer such records to SWBT. SWBT shall have the right through its representatives to inspect and audit, during normal business hours, the records related to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.
SOUTHWESTERN BELL TELEPHONE COMPANY

By: Larry B. Cooper

Title: General Manager-CPAT 4/20/9

Name: Larry B. Cooper

Tenant Southwestern Bell Communications Services, Inc.

By: Van H. Taylor

Title: President & CEO, Southwestern Bell Communications Services, Inc.

Name: Van H. Taylor

006108
Southwestern Bell Telephone Company
Account Manager-CPAT, One Bell Plaza, Room 522, Dallas, TX 75202
Re: Southwestern Bell Communications Services, Inc.-Dallas Taylor

Pursuant to the referenced Central Office Lease Agreement (“Agreement”), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

<table>
<thead>
<tr>
<th>Generic Name</th>
<th># of Bays</th>
<th>Floor Loading</th>
<th>Power Req.</th>
<th>Heat Release</th>
</tr>
</thead>
</table>

If this request is acceptable to Southwestern Bell Telephone Company (“SWBT”), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT’s objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

TENANT:

AGREED AND ACCEPTED:

SOUTHWESTERN BELL
TELEPHONE COMPANY

By: ___________________________  By: ___________________________

Title: ___________________________  Title: ___________________________

Name: ___________________________  Name: ___________________________

Date: ___________________________
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

Section 1 - General Information

1. INTERCONNECTOR: Southwestern Bell Communications Services
   ACNA: SBC

2. AOCRESS: 130 E. Travis, Suite 553; San Antonio, TX 78205

3. CONTACT NAME: Randy Still, Director - Planning & Design
   PHONE: 214-464-6523
   FAX: 214-464-5576

4. I HAVE READ AND UNDERSTAND SWBT's COLLOCATION TECHNICAL STANDARDS.

5. NAME: Randy Still
   SIGNATURE: 
   DATE: 3/15/96

   NAME: Dallas Taylor
   SIGNATURE: 
   DATE: 3/15/96

   NAME: J.J. Trotta
   SIGNATURE: 
   DATE: 3/15/96

Section 2 - For SWBT Use:

ICSC:

1. NAME: Judy Mayfield
   ADDRESS: 18P Rm 2800 Dk 7
   PHONE: 214-464-1538
   FAX: 214-464-1671
   CASE #: DL03159L00030
   CLLI: DLSTXTAHRI
   BAN #: 5110073-1020

   NAME: Hope Harbeck
   ADDRESS: 18P Rm 522 Dk 7 X 752
   PHONE: 214-464-1986
   FAX: 214-464-1486

2. Date FAX sent to SWBT interconnection coordinator: 3-15-96

Page 1 of 7

KL ATTACHMENT A – 785
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

Section 3 - Floor Space Requirements

1. NUMBER OF EQUIPMENT FRAMES TO BE INSTALLED: ____________

2. INITIAL FLOOR SPACE REQUIRED (in 100 square foot increments): __________ sq. ft.

3. ATTACH PROPOSED LAYOUT FOR SPACE. INCLUDE 7'0" x 23' POT FRAME IN WYOUT. INDICATE BOTH INITIAL AND FUTURE GROWTH REQUIREMENTS.

4. SPECIAL REQUIREMENTS (i.e. No. of puwing spaces, restroom access required?, etc)
   These requirements will be provided where technically feasible.
   Attach separate sheet if necessary.

Section 4 - Technical Equipment Specifications

1. SPECIFY 48 VOLT BATTERY AND GRUND REQUIREMENTS: 2,800 amps total req'd for equipment
   QUANTITY OF LOADS: _______ CAPACITY PER LOAD: _______ AMPS:

3. SPECIFY 3 YEAR FORECAST OF 48 VOLT DC POWER: _______ 400 AMPS per year
   (total of 4,000 amps at end of 3 years)

4. * SPECIFY AC POWER REQUIREMENTS (NOT TO EXCEED 110 VOLTS):
   UNPROTECTED: VOLTS: _____ R M D AMPS: _____ # OF CKTS: _____
   ESSENTIAL: VOLTS: _____ REQD AMPS: _____ # OF CKTS: _____

* AC power to be negotiated at a later date.
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

ACNA: $80 CCLI: OLLSTXTA

Section 4 - Technical

5. ONE YEAR SERVICE FORECAST
   QUANTITY OF DS1: 4, 143
   DS3: 37

6. QUANTITY OF SWBT PROVIDED DSX PANELS IN POT FRAME (optional):
   DSX1 - (84 CKTS PER PANEL) - PROVIDE: 50 PANELS
   DSX3 - (24 CKTS PER PANEL) - PROVIDE: 2 PANELS

7. SYNCHRONIZATION REQUIRED
   YES NO

8. ADDITIONAL INFORMATION FOR ARRANGEMENTS OF MORE THAN 400 sq. ft.:

Describe the interconnector planned scope of work required from SWBT for this request
Include full floor space program (continue response on separate sheet if needed):
   - List all functions and associated square footage.
   - Define all operational and environmental requirements for each function.

Based on cooperative meetings (when required) between SWBT and the interconnector, after a
complete scope of work is provided, a quotation of nonRECURRING and RECURRING rates will be
provided by SWBT to the interconnector within 60 days.
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

ACNA: SBC CLLI: LLSTXTA

Section 5 - Insurance Information

1. ATTACH INSURANCE CERTIFICATES AND COPIES OF POLICIES REFLECTING COVERAGE Delineated in the PHYSICAL COLLOCATION AGREEMENT

Section 6 - Detailed Technical Information:

1. Requested space available date: 06/01/96

2. List all equipment planned to be placed on this application:

<table>
<thead>
<tr>
<th>GENERIC NAME</th>
<th># OF BAYS</th>
<th>FLOOR LOADING</th>
<th>HEAT RELEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Distance Digital Switch (Nortel, Lucent, or DSC)</td>
<td>a4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/1 Digital Cross-Connect System (Alcatel or Tellabs)</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSX-1 bays</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSX-3 bays</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal Transfer Point (DSC)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal Control Point (DSC)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

KL ATTACHMENT A-788
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

Section 7 - OSP Cable Information
N/A-Leasing facilities.

1. IS DIVES ENTRY REQUESTED?  YES  NO

2. DIRECTIONS FROM WHICH CABLE(S) ORIGINATES? (BE SPECIFIC):

3. NUMBER OF CABLES TO BE PLACED: SIZE (DIAMETER):

4. TYPE OF CABLE (MANUFACTURER'S NAME):

NOTE: SWBT OSP Engineering will provide the interconnector contact with the total length of unbroken dielectric cable to extend from outside the entrance manhole through the collocator space. The interconnector will leave sufficient cable length outside the entrance manhole to allow SWBT to fully extend the cable through the vault and into the partitioned space. Excess cable will be brought into the partitioned space and left as slack for the interconnector to install to their equipment.

5. INTERCONNECTOR CONTACT FOR REFERRING CABLE LENGTH INFORMATION:

NAME  PHONE:

6. FOR SWBT REFERENCE USE ONLY:

CABLE(S) TO BE PLACED IN ENTRANCE MANHOLE(S):

CUSTOM WORK ORDER REQUIRED?  YES  NO  CWO #:

# FT OF CABLE REQ'D:  DATE INFO. PROVIDED CONTACT:

NAME  DATE:

QUOTATION AND CONFIRMATION FOR COLLOCATOR

Page 5 of 7

KL ATTACHMENT A - 789

006114
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

1. INTERCONNECTOR: Southwestern Bell Communications Systems

2. ADDRESS: 130 E. Travis, Suite 550; San Antonio, TX 78205

3. CONTACT NAME: Randy Sti11

PHONE #: 214-464-6523 FAX #: 214-464-5576

4. CUSS OF SERVICE: XPO

5. CENTRAL OFFICE: ___________________________ CLLI: ____________

ADDRESS: ________________________________________

6. INTERCONNECTOR BILLING ACCOUNT NUMBER: ______________________

Total Arrangement Charges: MONTHLY: $__________ PREPARATION: $__________

SWBT completion (space ready) _______ days after receipt of confirmation and 50% of preparation charges.

Interconnector equipment installed _______ days after SWBT completion.

Attached is SWBT provided floor space layout for this request.

THIS FORM ALONG WITH A CHECK FOR 50% OF THE PREPARATION CHARGES SHOULD BE
FORWARDED TO THE FOLLOWING SOUTHWESTERN BELL ICSC DEPARTMENT:

NAME: __________________________ ADDRESS: __________________________

CITY / STATE / ZIP: __________________________

SWBT ACCOUNT MANAGER: __________________________ PHONE: __________________________

SIGNATURE: __________________________ DATE: __________________________

Page 6 of 7
KL ATTACHMENT A -790
**PHYSICAL COLLOCATION WORK COMPLETION FORM**

**INTERCONNECTOR:** ________________  **ADDRESS:** ________________

**CENTRAL OFFICE:** ________________  **CITY:** ________________  **STATE:** ________________

**SWBT INTERCONN. COORD.:** ________________

**PHONE #:** ________________  **FAX #:** ________________

**CASE #:** ________________  **CUI:** ________________

**SWBT COMPLN DATE:** ________________  **OCCUPANCY DATE:** ________________

*SWBT portion of this collocation project has been completed in accordance with the physical collocation agreement and the collocation specifications approved for this job. The space is now ready for occupancy. All associated work is complete.*

**EXCEPTIONS TO CONSTRUCTION WORK**

---

**PREPARATION AND MONTHLY CHARGES**

*As specified in the physical collocation agreement, commencement upon completion date shown above.*

---

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**NETWORK SALES SUPPORT**

**NAME (TYPE OR PRINT):** __________________________

**SIGNATURE.** __________________________  **DATE:** ________________

**DATE NSS FORWARDED COMPLETION FORM TO SWBT INTERCONNECT COORDINATOR AND ICSC:**

**NAME:** __________________________  **DATE:** ________________

---

*Page 7 of 7*

**KL ATTACHMENT A – 791**
MEMO PAYMENT

Southwestern Bell Comm Svcs
130 E Travis, Suite 550
San Antonio, TX 78205

Advance Payment for DL#31596b03P

SOUTHWESTERN BELL COMMUNICATIONS SERVICES, INC.
175 E. Houston
San Antonio, TX 78205

PAY TO THE ORDER OF SWBT-ICSC ***

Seven thousand three hundred sixty & no/100 *** DOLLARS

BoATMEN'S

For

KL ATTACHMENT A –792

0 0 6 1 1 7
March 16, 1996

SWBT-ICSC
One Bell Plaza, Rm. 2800
Dallas, TX 75202

Per Southwestern Bell Telephone Company's Interconnectors Technical Publication for Non-Standard Physical Collocation, Issue 1, please find enclosed five Non-Standard Physical Collocation Applications. Also, find enclosed five drafts, payable to SWBT, for the required Engineering Design Charges.

Southwestern Bell Communications Services is requesting Non-Standard Physical Collocation for the following locations:

- Dallas
- Houston
- Kansas City
- San Antonio
- St. Louis

Also please note that insurance information requesting in Section 5 of the application is not included because insurance criteria is contained in the as-yet-unreleased "Collocation Agreement." This was verified in a call to the SWBT Interconnection Coordination Team on March 15, 1996.

I would like a response within 5 days should any above location be unavailable for our collocation requirements so that an alternate site may be selected.

Your signature and date and time stamp of the enclosed copy of this letter indicates your receipt of the applications.

Sincerely,

Enclosures

Phone 210-383-7280
Fax 210-383-7229

KL ATTACHMENT A -793
Dallas, May 10, 1996

Ray Sulsh
SBCS Inc.
One Bell Plaza, Room 1145
Dallas, Texas 75202

Ms. Hope Habeck
Southwestern Bell Telephone Co.
One Bell Plaza, Room 522
Dallas, Texas 75202

Ms. Harbeck,

As you requested, attached are addendum to SBCS's requests for non-standard collocation for each switch site to complete our requests. Should you have any questions, please contact me at (214) 464-3168.

Thank you,

Ray Sulsh
Addendum to SBCS request for Non-Standard Collocation

Date: May 10, 1996
Location: SWT Taylor Central Office (DLLSTXTA)
4211 Bryan Street
Dallas, TX 75204

This addendum is intended to complete the request for non-standard collocation by providing the following information on the type of SECS equipment to be placed:

- Equipment Vendor: Nortel
- Equipment Type: OMS-250 Switch

By Ray Sulsh
SBCS Inc.
One Bell Plaza, Room 1145
Dallas, Texas 75202

Date 5-10-96
June 10, 1996

Interexchange Carrier Service Center  
One Bell Plaza, Room 2800  
Dallas, TX  75202  

To Whom It May Concern:

Attached is a check for 50% of the Non-Recurring and monthly recurring charge billed to Southwestern Bell Communications Services (SBCS) for central office floor space at Dallas Taylor. Enclosed is a copy of the cost estimate provided to SBCS.

Check # 050218 for the amount of $677,850.00

Please provide written documentation upon receipt of the check.

Questions may be referred to me.

Sincerely,

[Signature]

Attachment
Southwestern Bell Communications Services, Inc.

Six Hundred Seventy-Seven Thousand Eight Hundred Fifty Dollars And 00 Cents

SOUTHWESTERN BELL TELEPHONE
ONE BELL PLAZA
SUITE 0522.02
DALLAS, TX 73202

KL ATTACHMENT A - 797

006122
Southwestern Bell Telephone
Retention Period: 1 Year

6 - 11 - 96

MEHO PAYMENT

50% Upfront Payment
For Case # D1031516003P
DLLS TX A HB1

Please apply to Invoice #ppppppp

Official File Copy, if red, retention__________
LATAs w/SBCS SWITCH COLLOCATION
(Dallas, Houston, San Antonio, Kansas City)

TO
INTER
LATA

IXC # 1

SBCS
ACTL

IXC # 2

SBCS ORDERED
DS3s

Other
Offices

DS3/DS1

M 13

ACCESS
TANDEM

PRIVATE
UNE

SWBT

TOLL
TANDEM

SBCS

DCS

DS1s

KL ATTACHMENT A –799
The One to Call On

June 6, 1996

Mr. Al Porta
Managing Director Technology/Product Development
One Bell Center, Room 4204
St. Louis, MO 63101

Dear Al:

Following are the estimated nonrecurring and monthly recurring charge quotations for the Southwestern Bell Communications Services (SBCS) central office floor space arrangement request at the SWBT Dallas Taylor central office. In the meantime, if SBCS desires SWBT to begin construction immediately, a check for 50% of the nonrecurring charges quoted need to be submitted to the Dallas TCSC. By submitting a check, SBCS would commit itself to reimbursing SWBT for its costs should SWBT and SBCS be unable to reach a lease agreement. Under the lease agreement being prepared, once construction is completed, a true-up process of subcontractor expenses would occur and SBCS will be required to pay any additional cost incurred. If the actual costs are less than the estimated costs, SWBT will reimburse SBCS appropriately.

TX 6A-Capitol : NONRECURRING $1,355,700.00
                          RECURRING $17,587.51

These amounts are subject to any adjustments required by applicable affiliate transaction rules. We expect the form of the lease agreement will be completed shortly and we will provide you with a copy of it.

The total interval for this project is 19 weeks from firm order (receipt by SWBT of SBCS' check). SWBT is working to improve upon this interval and determine the best possible switch installation start date.

Questions regarding this quotation should be referred to me.

Sincerely,

[Signature]

Attachment

KL ATTACHMENT A -800
CUSTOMER: SOUTHWESTERN BELL COMMUNICATION SERVICES
ACNA: SBC
LOC: DALLAS, TEXAS TAYLOR
CASE #: QA031596003P
INTERCON CLLI: DLLSTXAH51
ORDER #: N045760

COSTS FOR SBCS COLLOCATION IN DALLAS, TEXAS

CONSTRUCTION COST FOR PROVIDE 3200 SQUARE FEET FOR SBCS PHYSICAL COLLOCATION IN TAYLOR C.O. $320,400.00

COST OF POWER ADDITION $660,000.00

COST OF POT FRAME $375,300.00

TOTAL UPFRONT PAYMENT $1,356,700.00

MONTHLY COST FOR POT FRAME $1,308.99

MONTHLY COST FOR POWER ADDITION $6,702.52

TOTAL MONTHLY COST $8,011.51

COLLOCATOR SPACE ANNUAL RENTAL RATE (ASF) $35.91

\[
\frac{35.91 \times 3200}{12} = \$9,576.\]

HIGHLY SENSITIVE CONFIDENTIAL
PHYSICAL COLLOCATION APPLICATION FORM
FOR NON-STANDARD ARRANGEMENTS

Section 1 - General Information

1. INTERCONNECTOR: Southwestern Bell Communications Services ACNA: SBC
2. ADDRESS: 130 E. Travis, Suite 55Q; San Antonio, TX 78205
3. CONTACT NAME: Randy Still, Director-Planning & Design
4. I HAVE READ AND UNDERSTAND SBT's COLLOCATION TECHNICAL STANDARDS.
   NAME: Randy Still         SIGNATURE:
   DATE: 3/5/96
5. COLLOCATION CENTRAL OFFICE: Dallas Taylor
   CLLI: DLLSTTX       ADDRESS: 4711 Bryan Street
   CITY/STATE: Dallas, Texas 75204

Section 2 - For SWBT Use:

DATE / TIME RECEIVED: 3-15-96, 10:40AM
6-12-96 12:15PM

ICSC:

1. NAME: Judy Mayfield
   ADDRESS: 1BP Rm 2800 DL6
   PHONE: 214-464-1531
   FAX: 214-464-1671
   CASE #: DLL031596D03P
   CLLI: DLLSTTXDAHB1
   BDN: S160 002-1020 N045760
   Assigned SWBT Interconnection Coordinator:

2. NAME: Hope Harbeck
   ADDRESS: 1BP Rm 522 DL 7x 7520
   PHONE: 214-464-8330
   FAX: 214-464-1486

3. Date FAX sent to SWBT interconnection coordinator: 3-15-96

Page 1 of 7

KL ATTACHMENT A - 802

0 0 6 1 2 7
Section 3 - Floor Space Requirements

1. NUMBER OF EQUIPMENT FRAMES TO BE INSTALLED: 182

2. INITIAL FLOOR SPACE REQUIRED (in 100 square foot increments): 3200 sq. ft.

3. ATTACH PROPOSED LAYOUT FOR SPACE. INCLUDE 7'0" x 23' POT FRAME IN LAYOUT. INDICATE BOTH INITIAL AND FUTURE GROWTH REQUIREMENTS.

4. SPECIAL REQUIREMENTS (i.e. No. of parking spaces, restroom access required?, etc)
   These requirements will be provided where technically feasible. Attach separate sheet if necessary.

Section 4 - Technical Specifications

1. SPECIM 48 VOLT AND GRUNO REQUIREMENTS:
   QUANTITY OF LOADS: 8 CAPACITY PER LOAD: 400 AMPS.

2. SPECIFY 3 YEAR FORECAST OF 48 VOLT DC POWER: 3882 AMPS.

3. SPECIM AC POWER REQUIREMENTS (NOT TO EXCEED 110 VOLTS):
   UNPROTECTED:
   VOLTS: _______ REQD AMPS: _______ # OF CKTS: _______
   ESSENTIAL:
   VOLTS: _______ REQD AMPS: _______ # OF CKTS: _______

* No AC power required for SBCS equipment.
AC power will be required for center aisle lighting and is to be provided by SWBT.
Section 4 - Technical Equipment Specifications (continued)

4. ONE YEAR SERVICE FORECAST - QUANTITY OF DS1: __168__ DS3: __96__

5. QUANTITY OF SWBT PROVIDED DI PANELS AND MDF TIE PAIRS IN POT FRAME:

DI-1 - (84 CKTS PER PANEL) - PROVIDE: ______ 2 PANELS
DI-3 - (24 CKTS PER PANEL) - PROVIDE: ______ 4 PANELS
CONNECTOR BLOCKS (100 MDF TIE PAIRS PER BLOCK) PROVIDE ______ BLOCKS

6. SYNCHRONIZATION REQUIRED?  X YES  ___ NO

7. ADDITIONAL INFORMATION FOR ARRANGEMENTS OF MORE THAN 400 sq. ft.:

Describe the interconnector planned scope of work required from SWBT for this request.
Include full floor space program (continue response on separate sheet if needed):
- List all functions and associated square footage.
- Define all operational and environmental requirements for each function.

Panels should be split evenly between two (2) POT frames, with at least six feet of separation between frames. Diverse cable routing from the POT frame to the Telco DSX line up, along with panel separation by the Telco is also requested.

Two (2) DS1 feeds from the Telco PRS to SBCS's BITS clock for synchronization are requested.

SBCS requests two (2) 400 Amp loads (loop A & B) from the Telco to feed a BDFB. SBCS also requests that the Telco provide the return ground cable (Integrated Gmund) for the Ground Bar (Gmund Bar to be provided by SBCS) associated with the BDFB.

Based on cooperative meetings (when required) between SWBT and the applicant, after a complete scope of work is provided, a quotation of PREPARATION and MONTHLY charges will be provided by SWBT to the interconnector within 60 days.