

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
NEW CINGULAR WIRELESS PCS, LLC**

The Interconnection Agreement, dated July 30, 2007 ("the Agreement") by and between Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and New Cingular Wireless PCS, LLC (collectively, "CARRIER") is hereby amended as follows:

- (1) The parties agree to add the following:
Appendix Wireless Collocation – Physical Collocation and Collocation Rate Summary
- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (6) This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate by AT&T Michigan, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

New Cingular Wireless PCS, LLC

Michigan Bell Telephone Company d/b/a AT&T Michigan by AT&T Operations, Inc., its authorized agent

By: Michael F. VanWeelden

By: Eddie A. Reed, Jr.

Printed: Michael F. VanWeelden

Printed: EDDIE A. REED, JR.

Title: Director SCM Network
(Print or Type)

Title: Director-Contract Management

Date: 10/24/07

Date: 10-25-07

APPENDIX WIRELESS COLLOCATION PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

AT&T-13STATE will provide Physical Collocation arrangements at the rates, terms and conditions set forth below.

1.1 Process

1.1.1 This Appendix provides for the placing of Wireless Collocator telecommunications equipment and facilities on AT&T-13STATE property for the purposes set forth in Section 1.3, following.

1.2 Scope

1.2.1 Physical Collocation provides actual space via AT&T-13STATE approved vendor (hereinafter referred to as Dedicated Space) within AT&T-13STATE Eligible Structure as defined in Section 2, Definitions, following. The Wireless Collocator will lease the Dedicated Space from AT&T-13STATE and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.3 following. AT&T-13STATE will provide caged, cageless, and other Physical Collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-13STATE will permit collocation in Adjacent Structures located on AT&T-13STATE's property in accordance with this Appendix.

1.3 Purpose

1.3.1 Wireless collocation is available for the placement of telecommunications equipment as provided for in this appendix for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96. The terms "telephone exchange service" and "exchange access" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively. Nothing contained in this appendix shall prohibit a Wireless Collocator from exercising its rights under the Telecommunications Act of 1996 ("Act"). Specifically, a Wireless Collocator may exercise its rights under sections 252(a)(1) and Section 252(i) of the Act at any time.

1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which the Wireless Collocator will obtain Physical Collocation from AT&T-13STATE pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, AT&T-13STATE will process any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") with the effective date of the Amendment. to this Appendix. The Billing Conversions shall only involve changes in the applicable pricing prospectively, and AT&T-13STATE will not impose any charge(s) to perform such Billing Conversion(s).

1.4.1 Prospective Effect

1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the Wireless Collocator that such new rates be implemented for each such collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.

1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Wireless Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior

interconnection agreement) under which the order was originally submitted; provided, however, that any recurring charges arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and the Wireless Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Wireless Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Wireless Collocator-provided structure placed on AT&T-13STATE property (Adjacent On-site) or non-AT&T-13STATE property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Wireless Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Wireless Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Wireless Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Wireless Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Wireless Collocator, (e.g., brighter lighting above the Wireless Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which AT&T-13STATE provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when AT&T-13STATE has completed all it has to do and is not dependent on when or whether the Wireless Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Wireless Collocator's Physical Collocation arrangement located in AT&T-13STATE Eligible Structure.
- 2.12 **Effective Billing Date** - The date AT&T-13STATE completed its work as required by the Wireless Collocator's accurate and complete application and made the Physical Collocation space available to the Wireless Collocator, regardless of any failure by the Wireless Collocator to complete its work.

- 2.13 **Eligible Structure** - Eligible Structure refers to AT&T-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by AT&T-13STATE that house its network facilities, and all structures that house AT&T-13STATE's facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses AT&T-13STATE incurs to meet the specific request of an individual Wireless Collocator and will not typically benefit either other Wireless Service Provider or AT&T-13STATE as defined in Section 17.
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - AT&T-13STATE may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** - Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for AT&T-13STATE and for Wireless Collocator in AT&T-13STATE eligible structures in all collocation footprint areas and/or AT&T-13STATE common areas in the technologies and geographical locations for which they are approved by AT&T-13STATE.
- 2.18.1 **AT&T Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for AT&T-13STATE and for Wireless Collocators in AT&T-13STATE central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-13STATE per the letter codes listed in a table on the Tier 1 list on <https://clec.att.com/clec>.
- 2.18.2 **AT&T Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Wireless Collocators in all 13 states of the AT&T-13STATE central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnection** - As described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic, exchange access and jointly provisioned switched access traffic .
- 2.20 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Wireless Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the AT&T-13STATE's, which is located on the AT&T-13STATE CLEC ONLINE Web-Site (<https://clec.att.com/clec>), as amended from time to time.
- 2.21 **Legitimately Exhausted** - Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.22 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.23 **Non-Standard Collocation Request (NSCR)** - AT&T-13STATE may seek to impose non-standard charges for requirements based on requests from a Wireless Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.24 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Wireless Collocator's Dedicated Space.
- 2.25 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other AT&T owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Wireless Collocator's equipment.
- 2.26 **Technical Publications** - documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.att.com/clec>.
- 2.27 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.28 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with AT&T-13STATE's network.
- 2.29 **Unused Space** - Any space (i) existing in AT&T-13STATE's Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by AT&T-13STATE's or any third party, (iii) that is not occupied by AT&T-13STATE's, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-13STATE's or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-13STATE's or Requesting Wireless Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-13STATE's warranty on proximate.

3. GENERAL

3.1 Certification

3.1.1 The Wireless Collocator requesting Physical Collocation is responsible for obtaining any necessary certifications or approvals from the state utility commission prior to provisioning of telecommunications service by using the Physical Collocation space. AT&T-13STATE shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a telecommunications carrier while that telecommunications carrier's state certification is pending or prior to a final approved interconnection agreement.

3.2 The rates and charges in this Appendix are applicable only for Physical Collocation arrangements in Eligible Structures as defined in Section 2 of this Appendix. AT&T-13STATE allocates the charges for space preparation and security charges on a prorated basis so the first Wireless Collocator in a premise will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Wireless Collocator requests for collocation options directly attributable to the requesting Wireless Collocator will not be prorated. Examples include power arrangements and POT bay-related options.

3.3 Hazardous Waste and Materials

3.3.1 The Wireless Collocator and its vendors shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the telecommunications carrier's Installation Supplier shall adhere to all AT&T-13STATE requirements. The Installation Supplier shall coordinate with the AT&T-13STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Guide for Collocation Products and Services Handbook Appendix B, may be accessed via <https://clec.att.com/clec>.

3.4 Safety

3.4.1 The Wireless Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Wireless Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-13STATE or other telecommunications carriers. The Wireless Collocator shall immediately report to the AT&T-13STATE representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Wireless Collocator while on AT&T-13STATE premises or any OSHA inspection or citations issued to the Wireless Collocator while on AT&T-13STATE premises. (Refer to Interconnector's Guide for Collocation for further details).

3.5 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the Eligible Structure. AT&T-13STATE will rent parking spaces to Wireless Collocator on a first-come, first-served basis if such space is available. Wireless Collocator may not park in spaces that are reserved for AT&T-13STATE vehicles and which are designated as reserved. AT&T-13STATE shall not unreasonably reserve for its own use all parking at the Eligible Structure.

3.6 Wireless Collocator shall be allowed to have reasonable use of and access to loading docks. Wireless Collocator and AT&T-13STATE are required to follow all posted traffic and AT&T-13STATE signs and follow all applicable parking and traffic laws and ordinances.

3.7 Wireless Collocator's Equipment and Facilities

3.7.1 The Wireless Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Wireless Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional Point of Termination (POT) frame located in the common area:

3.7.1.1 its fiber optic cable(s) or other permitted transmission media as specified in Section 9.1;

3.7.1.2 its equipment;

3.7.1.3 required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;

3.7.1.4 POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by the Wireless Collocator and only if and as required; and

3.7.1.5 the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

3.7.2 AT&T-13STATE neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

3.8 Americans with Disability Act (ADA)

3.8.1 The rates and charges in this Appendix do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB.

3.8.2 If AT&T-13STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Wireless Collocator's collocation arrangement, AT&T-13STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Wireless Collocator located within the Eligible Structure, based on the total space utilized by each Wireless Collocator.

- 3.8.3 Should AT&T-13STATE benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Wireless Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should AT&T-13STATE be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Wireless Collocator was collocated in the CO), AT&T-13STATE shall absorb all of the costs related to such an upgrade.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either AT&T-13STATE or the Wireless Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Wireless Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither AT&T-13STATE nor the Wireless Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both AT&T-13STATE and the Wireless Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either AT&T-13STATE or the Wireless Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 AT&T-13STATE is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Wireless Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Wireless Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither AT&T-13STATE nor the Wireless Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either AT&T-13STATE or the Wireless Collocator or its agents or employees.

4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from

such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 Coverage Requirements

4.4.1.1 The Wireless Collocator agrees to maintain, at all times, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of AT&T-13STATE and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. AT&T-13STATE will be named as an Additional Insured on the Commercial General Liability policy.

4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Wireless Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Wireless Collocator releases AT&T-13STATE from and waives any and all right of recovery, claim, action or cause of action against AT&T-13STATE, 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 Wireless Collocator or located on or in the space at the request of Wireless Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of AT&T-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives.

4.4.1.1.5 Property insurance on Wireless Collocator's fixtures and other personal property shall contain a waiver of subrogation against AT&T-13STATE, and any rights of Wireless Collocator against AT&T-13STATE for damage to Wireless Collocator's fixtures or personal property are hereby waived. Wireless Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that AT&T-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

4.4.1.1.6 AT&T-13STATE requires that companies affording insurance coverage must have a rating of A or better and a Financial Size Category rating of VIII or better, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Wireless Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to AT&T-13STATE as well. If a certificate is not received, AT&T-13STATE will notify the Wireless Collocator, and the Wireless Collocator will have five (5) business days to cure the deficiency. If the Wireless Collocator does not cure the deficiency within five (5) business days, Wireless Collocator hereby authorizes AT&T-13STATE, and AT&T-13STATE may, but is not required to, obtain insurance on behalf of the Wireless Collocator as specified herein. AT&T-13STATE will invoice Wireless Collocator for the costs incurred to so acquire insurance.
- 4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING AT&T-13STATE WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 4.4.4 The Wireless Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Wireless Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Wireless Collocator meets all of the requirements of this Section. If the Wireless Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

5. INDEMNIFICATION OF AT&T-13STATE

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between AT&T-13STATE and the Wireless Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Wireless Collocator shall indemnify and hold harmless AT&T-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnitees"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against AT&T-13STATE where such liabilities arise in connection with Wireless Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Wireless Collocator or a contractor or a representative of Wireless Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of AT&T-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to AT&T-13STATE.
- 5.3 AT&T-13STATE shall, make reasonable efforts to promptly notify Wireless Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Wireless Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Wireless Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Wireless Collocator shall also (a) keep AT&T-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such

defense, and (b) afford AT&T-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Wireless Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

5.4.1.1 If the Dedicated Space is damaged by fire or other casualty that is not the result of the Wireless Collocator's actions or those of a Third Party as hereinafter described, and (1) the Dedicated Space is not rendered untenable in whole or in part, AT&T-13STATE shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, AT&T-13STATE has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while the Wireless Collocator was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or AT&T-13STATE opts not to rebuild, then AT&T-13STATE shall notify the Wireless Collocator within thirty (30) business days following such occurrence that the Wireless Collocator's use of the Dedicated Space will terminate as of the date of such damage. Upon the Wireless Collocator's election, AT&T-13STATE must provide to the Wireless Collocator, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.

5.4.1.2 Any obligation on the part of AT&T-13STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Wireless Collocator by AT&T-13STATE.

5.4.2 Damage to Eligible Structure

5.4.2.1 In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in AT&T-13STATE's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, AT&T-13STATE, at its option, may terminate services provided via this Appendix by giving the Wireless Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

6. SECURITY

6.1 AT&T-13STATE may impose the following reasonable security measures on Wireless Collocator to assist in protecting its network and equipment from harm. AT&T-13STATE may impose security arrangements as stringent as the security arrangements AT&T-13STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-13STATE may impose the more stringent requirements. Stated differently, the incumbent will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent's equipment. AT&T-13STATE will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with Wireless Collocator.

6.1.1 Wireless Collocator will conduct background checks of its personnel and technicians who will have access to the collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.

6.1.1.1 Wireless Collocator technicians will be security-qualified by the Wireless Collocator and will be required to be knowledgeable of AT&T-13STATE security standards. Wireless Collocator personnel and technicians will undergo the same level of security training or its

equivalent that AT&T-13STATE's own employees and authorized contractors must undergo. AT&T-13STATE will not, however, require Wireless Collocator to receive security training from AT&T-13STATE, but will provide information to Wireless Collocator on the specific type of training required.

6.1.1.2 Wireless Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in AT&T-13STATE's Technical Publications via <https://clec.att.com/clec>.

6.1.1.3 Wireless Collocator and AT&T-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-13STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Wireless Collocator or AT&T-13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Wireless Collocator or AT&T-13STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-13STATE property:

6.1.1.3.1 Theft or destruction of AT&T-13STATE's or Wireless Collocator's property;

6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-13STATE property;

6.1.1.3.3 Threats or violent acts against other persons on AT&T-13STATE property;

6.1.1.3.4 Knowing violations of any local, state or federal law on AT&T-13STATE property;

6.1.1.3.5 Permitting unauthorized persons access to AT&T-13STATE or Wireless Collocator's equipment on AT&T-13STATE property; and

6.1.1.3.6 Carrying a weapon on AT&T-13STATE property.

In addition, Wireless Collocator and AT&T-13STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-13STATE or the Wireless Collocator of AT&T-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in AT&T-13STATE's Interconnector's Collocation Services Handbook <https://clec.att.com/clec> for Physical Collocation in AT&T-13STATE, provided the Handbook and any and all updates to it are timely provided to Wireless Collocator at no charge.

6.1.1.4 Wireless Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Wireless Collocator's technicians at a level commensurate with the indemnification and insurance provided by AT&T-13STATE-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to AT&T-13STATE as well.

6.1.1.5 AT&T-13STATE may use reasonable security measures to protect its equipment. In the event AT&T-13STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-13STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Wireless Collocator be required to pay for both an interior security partition to separate AT&T-13STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.1.1.5.1 AT&T-13STATE's construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to AT&T-13STATE's equipment. AT&T-13STATE's construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within AT&T-13STATE's space. To the extent that AT&T-13STATE is

required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-13STATE's expense.

- 6.1.1.5.2 AT&T-13STATE's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.
 - 6.1.1.5.3 AT&T-13STATE's enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-13STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
 - 6.1.1.5.4 If AT&T-13STATE chooses to enclose its own equipment, AT&T-13STATE will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
 - 6.1.1.5.5 AT&T-13STATE has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If AT&T-13STATE cannot prove that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment, AT&T-13STATE cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Wireless Collocators.
 - 6.1.1.5.6 If AT&T-13STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Wireless Collocator that other reasonable security methods cost more than an interior security partition around AT&T-13STATE's equipment at the time the price quote is given.
- 6.1.1.6 Wireless Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. AT&T-13STATE will not delay a Wireless Collocator's entry into an Eligible Structure or access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. Wireless Collocator will also have reasonable access to Wireless Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

- 7.1.1 AT&T-13STATE is responsible for providing the Wireless Collocator personnel a contact number for AT&T-13STATE technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Wireless Collocator will have access to its collocated equipment in the Eligible Structure twenty-four (24) hours a day, seven (7) days a week and AT&T-13STATE will not delay a Wireless Collocator's entry into an Eligible Structure.
- 7.1.2 The Wireless Collocator is responsible for providing to AT&T-13STATE personnel a contact number for Wireless Collocator technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week AT&T-13STATE. In addition, for all activities requiring verbal and written notification per this Appendix, the Parties will provide the contact numbers included in the application process.

7.2 Right-to-Use; Multiple Dedicated Spaces

7.2.1 In accordance with this Appendix, AT&T-13STATE grants to the Wireless Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Appendix.

7.3 Trouble Status Reports

7.3.1 AT&T-13STATE and the Wireless Collocator are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which could impact or degrade AT&T-13STATE or the Wireless Collocator's network, switches or services, with an estimated clearing time to restore service. In addition, AT&T-13STATE and the Wireless Collocator will provide written notification within twenty-four (24) hours to each other. When trouble has been identified, AT&T-13STATE or the Wireless Collocator is responsible for providing trouble status reports, consistent with this Appendix, when requested by AT&T-13STATE or the Wireless Collocator.

7.4 Service Coordination

7.4.1 AT&T-13STATE is responsible for coordinating with the Wireless Collocator to ensure that services are installed in accordance with the service request.

7.5 Active/Inactive Space Determination

7.5.1 In its notification regarding whether its request for collocation has been granted or denied AT&T-13STATE shall inform the Wireless Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Wireless Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

7.5.2 In the event that the Wireless Collocator disputes the AT&T-13STATE placement of the space into Inactive Space, then the Wireless Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent supporting its placement of Wireless Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the AT&T-13STATE-designated representative in writing within five (5) business days of notification to Wireless Collocator. If the Wireless Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Wireless Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.

7.5.3 The AT&T-13STATE representative will escort one (1) Wireless Collocator agent on the inspection tour. If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Wireless Collocator agent shall promptly advise AT&T-13STATE orally and in writing within five (5) business days of the completion of the inspection tour. The Wireless Collocator may dispute the AT&T-13STATE findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on AT&T-13STATE to justify the basis for placement of the Wireless Collocator's space in Inactive Space. If the Wireless Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

7.6.1 AT&T-13STATE will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Wireless Collocator will have a variety of collocation options from which to choose:

7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment for the purpose of interconnection. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.2 AT&T-13STATE will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty (50) square feet of caged space) and will ensure that the first Wireless Collocator in a AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security.

7.6.1.2.1 The Wireless Collocator must comply with all methods, procedures and guidelines followed by AT&T-13STATE in constructing such an arrangement. The Wireless Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Wireless Collocator elects to install or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.

7.6.1.3 Caged Shared Collocation - AT&T-13STATE will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Wireless Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Wireless Collocator will be based upon the percentage of total space utilized by each Wireless Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Vendor.

7.6.1.4 Cageless Collocation - AT&T-13STATE will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, AT&T-13STATE will provide space in single bay increments, including available space adjacent to or next to AT&T-13STATE's equipment. Wireless Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort. AT&T-13STATE will not require Wireless Collocator to use an intermediate interconnection arrangement (i.e., POT frame). AT&T-13STATE may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE Approved Tier 1 Vendor.

- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, AT&T-13STATE will permit Wireless Collocator to physically collocate on AT&T-13STATE's property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that AT&T-13STATE uses to house telecommunication equipment, to the extent technically feasible. AT&T-13STATE and telecommunications carrier will mutually agree on the location of the designated space on AT&T-13STATE premises where the Adjacent Structure will be placed. AT&T-13STATE will not unreasonably withhold agreement as to the site desired by Wireless Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Wireless Collocator. AT&T-13STATE will offer the following increments of power to the Adjacent Structure: AT&T-13STATE will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. AT&T-13STATE will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Wireless Collocator may choose to provide its own AC and DC power to the Adjacent Structure. AT&T-13STATE will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. AT&T-13STATE shall permit Wireless Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and telecommunications equipment, in adjacent facilities constructed by either AT&T-13STATE or the Wireless Collocator. Accordingly, AT&T-13STATE will not provide Wireless Collocator's personnel or agents with direct access to AT&T-13STATE's Main Distribution Frame (MDF), with the exception of the AT&T-13STATE's Approved Tier 1 Vendor.
- 7.6.1.5.1 Wireless Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Wireless Collocator's POT bay or termination point located in an adjacent structure and AT&T-13STATE's cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Wireless Collocator specifically requests regeneration. Required regeneration and Wireless Collocator-requested regeneration will be provided at the Wireless Collocator's expense.
- 7.6.1.6 Adjacent Off-Site Arrangement - Where Physical Collocation space within AT&T-13STATE Eligible Structure is Legitimately Exhausted, and Wireless Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Wireless Collocator has the option and AT&T-13STATE shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
- 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the AT&T-13STATE Central Office or Eligible Structure.
- 7.6.1.6.2 Such arrangement shall be used for interconnection.
- 7.6.1.6.3 When the Wireless Collocator elects to utilize an Adjacent Off-site Arrangement, the Wireless Collocator shall provide both the AC and DC power required to

operate such facility. The Wireless Collocator may provide its own facilities to AT&T-13STATE's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes.

7.6.1.6.4 At the time the Wireless Collocator requests this arrangement, the Wireless Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. AT&T-13STATE shall provide a response to Wireless Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with AT&T-13STATE's facilities. AT&T-13STATE shall make best efforts to meet the time intervals requested by Wireless Collocator and, if it cannot meet the Wireless Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.

7.6.1.7 In the event that interior space in an Eligible Structure becomes available, AT&T-13STATE will provide the option to the Wireless Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Wireless Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

7.6.1.8 AT&T-13STATE will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a telecommunications carrier seeking collocation in AT&T-13STATE's Eligible Structures that such an arrangement is technically feasible.

7.7 Construction Inspections

7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Wireless Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Wireless Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.

7.7.2 Wireless Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

7.8.1 AT&T-13STATE will notify the Wireless Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Wireless Collocator's Dedicated Space with potential to disrupt the Wireless Collocator's services. AT&T-13STATE will provide such notification to the Wireless Collocator at least twenty (20) business days before the scheduled start date of such major construction activity. AT&T-13STATE will inform the Wireless Collocator as soon as practicable by telephone of all emergency-related activities that AT&T-13STATE or its subcontractors are performing in the general area of the Wireless Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Wireless Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Wireless

Collocator may take reasonable actions necessary to protect the Wireless Collocator's Dedicated Space.

8. ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

8.1.1 So that it may make informed decisions regarding in which AT&T-13STATE eligible structures it wishes to collocate, a Wireless Collocator may request a Space Availability report prior to its application for Collocation Space within AT&T-13STATE's eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.

8.1.2 AT&T-13STATE will submit to a requesting Telecommunications Carrier a report indicating AT&T-13STATE's available collocation space in a particular AT&T-13STATE Eligible Structure upon request AT&T-13STATE. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Wireless Collocators, and any modifications in the use of the space since the last report. The report will also include measures that AT&T-13STATE is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By One Wireless Collocator	Report Delivery Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 - 20	25 Calendar Days

8.1.3 Should the Wireless Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

8.1.4 Space Unavailability Determination and Resolution

8.1.4.1 AT&T-13STATE shall notify the Wireless Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If AT&T needs more time to continue analyzing certain aspects of the request, AT&T-13STATE's 10 calendar day notice shall be limited to addressing whether or not AT&T has the requested, or designated alternative, amount of appropriate collocation space.

8.1.4.2 In responding to an application request if space is not available, AT&T-13STATE will notify the Wireless Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of AT&T-13STATE's receipt of a completed application.

8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Wireless Collocator.

8.1.4.4 AT&T-13STATE will file a notice that the Wireless Collocator's request was denied with the state Commission as appropriate. In the event of a denial, AT&T-13STATE will concurrently submit to both the appropriate Commission and the Wireless Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Wireless Collocator, including amount of space requested by the Wireless Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.att.com/clec>, identification of switch turnaround plans and other

equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.

- 8.1.4.5 In the event AT&T-13STATE denies a Wireless Collocator's request and the Wireless Collocator disputes the denial, the Wireless Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to AT&T-13STATE's designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated AT&T-13STATE representative and the designated agent for the Wireless Collocator, who will participate in the tour.
- 8.1.4.7 AT&T-13STATE will provide all relevant documentation to the Wireless Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. AT&T-13STATE's representative will accompany and supervise the Wireless Collocator agent on the inspection tour.
- 8.1.4.8 If the Wireless Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Wireless Collocator agent shall promptly so advise AT&T-13STATE. The Wireless Collocator and AT&T-13STATE shall then concurrently prepare a report detailing its own findings of the inspection tour. The Wireless Collocator and AT&T-13STATE reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on AT&T-13STATE to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted.** Before AT&T-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, AT&T-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in AT&T-13STATE's response to a Wireless Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Section 8.7 of this Appendix. In making this determination, AT&T-13STATE may reserve space for transport equipment for current year plus two (2) years. Additionally, AT&T-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of AT&T-13STATE or for future use by AT&T-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. AT&T-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect System (DCS) up to anticipated customer growth over a ten (10)-year life expectancy of the ultimate footprint of the equipment.
- 8.1.5 Application Quotation Interval for Physical Collocation
- 8.1.5.1 AT&T-13STATE will provide Physical Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure, the Wireless Collocator will provide a completed Physical Collocation application through the Collocation Application Web Portal or via a paper application form found in AT&T-13STATE's Interconnector's Collocation Services Handbook (<https://clec.att.com/clec>) for Physical Collocation in AT&T-13STATE and will pay an initial Planning Fee (see Collocation Rate Summary.) Dedicated Space is not reserved until the quotation is accepted by the Wireless Collocator and appropriate fees paid to AT&T-13STATE.

8.1.5.1.1A Wireless Collocator wishing AT&T-13STATE to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for AT&T-13STATE to process the application for each of the preferred methods. If a Wireless Collocator provides adequate information and its preferences with its application, AT&T-13STATE would not require an additional application, nor would the Wireless Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. If Wireless Collocator only wishes AT&T-13STATE to consider one collocation method, it need not provide preferences and associated specific information for multiple methods. However, if AT&T-13STATE is unable to provide the Wireless Collocator's requested collocation method due to space constraints the application will be denied and the initial Planning Fee will be returned. If the Wireless Collocator determines the alternative method of collocation meets their needs, the Wireless Collocator will be required to submit a new collocation application and pay the initial Planning Fee. Upon receipt of the Wireless Collocator's application and initial Planning Fee payment, AT&T-13STATE will begin development of the quotation. AT&T-13STATE will advise the Wireless Collocator in writing of any known deficiencies in its collocation application within ten (10) calendar days (unless multiple applications are received; Section 8.1.5.3 will apply where multiple applications are received). AT&T-13STATE will allow the Wireless Collocator to retain its place in the collocation queue so long as the Wireless Collocator cures the deficiencies and resubmits the application within ten (10) calendar days after being advised of the deficiencies.

8.1.5.2 In responding to an application request, if space is available and all other collocation requirements are met, AT&T-13STATE shall advise the Wireless Collocator that its request for Physical Collocation is granted, and confirm the applicable non-recurring and recurring rates, and the estimated provisioning interval. AT&T-13STATE will not select for Wireless Collocator the type of Physical Collocation to be ordered.

8.1.5.2.1 The Wireless Collocator has sixty-five (65) calendar days after request for physical collocation is granted to remit a signed confirmation form along with a check for the Planning Fee and fifty percent (50%) of all the applicable non-recurring charges. After sixty-five (65) calendar days, a new application and Planning Fee are required. Space is allocated on a "first come-first served" basis.

8.1.5.3 Should multiple applications be submitted by a Wireless Collocator within a ten (10) calendar day period, the following quotation intervals will apply:

Number of Applications by one Wireless Collocator	Quotation Interval
1 - 5	10 calendar days
6 - 10	15 calendar days
11 - 15	20 calendar days
16 - 20	25 calendar days

8.1.5.4 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) calendar days, the response interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof.

8.1.6 Revisions

8.1.6.1 All revisions to an initial request for a Physical Collocation arrangement submitted by the Wireless Collocator must be in writing via a new application form.

- 8.1.6.2 Any major revision to an application will be treated as a new application. A new interval for the Physical Collocation arrangement will be established. A major revision includes, but is not limited to: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an addition of interconnection cabling; an increase of ten percent (10%) or more of the square footage of the cage area requested; and adding design and engineering requirements above those which AT&T-13STATE normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems). The Wireless Collocator will be required to pay an additional Planning Fee and applicable non-recurring fees before construction resumes under new intervals.
- 8.1.6.3 Minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. This list is not all-inclusive. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

- 8.2.1.1 Dedicated Space for Caged Physical Collocation and Shared Caged Collocation is not reserved until the quotation is accepted by the Wireless Collocator. If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.
- 8.2.1.2 Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees. Where space suitable for Central Office equipment (Active Collocation Space) is available, AT&T-13STATE will deliver Caged Physical or Shared Caged Physical Collocation within ninety (90) calendar days from the completion of the application process.
- 8.2.1.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.2 Cageless Physical Collocation Installation Intervals

- 8.2.2.1 Dedicated space for Cageless Physical Collocation is not reserved until the quotation is accepted by the Wireless Collocator.
- 8.2.2.2 Where space suitable for Central Office equipment (Active Central Office Space) is available and the request includes DC power capacity greater than fifty (50) amps (2-50 amp feeds), AT&T-13STATE will deliver Cageless Physical Collocation within ninety (90) calendar days from the completion of the application process (when the Wireless Collocator has remitted a signed confirmation form along with a check for fifty-percent (50%) of all applicable non-recurring charges).
- 8.2.2.2.1A shorter interval may apply where Wireless Collocator installs all of its own bays (See Section 21 below). If the available space is not suitable for Central Office equipment (Inactive Space) and must be converted to Active Collocation Space, thirty (30) calendar days will be added to the provisioning interval to allow for the conversion process to be completed. If there are additional problems with the

space, AT&T-13STATE shall meet the provisioning interval requirements in the waiver granted by the FCC unless the state has different provisions.

8.2.2.2.2 The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Wireless Collocator's collocation area.

8.2.2.3 Any material revision to a completed application will be treated as a new application following revision guidelines set forth in Section 8.1.6.

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

8.2.3.1 Installation Intervals for Adjacent Space Collocation and Other Physical Collocation Arrangements as defined in Sections 7.6.1.5 above will be reasonably related to the complexity of accommodating the requested arrangement.

8.2.3.2 AT&T-13STATE will complete construction of Cageless Collocation in Eligible Structures such as CEVs, Huts and Vaults in ninety (90) days from the receipt of the Wireless Collocator's acceptance of the quotation along with a check for fifty percent (50%) of all applicable non-recurring charges where AT&T-13STATE will be installing all or some of the bays, and the Wireless Collocator is requesting DC power greater than fifty (50) amps per feed. These construction intervals for Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure apply where the Wireless Collocator is requesting maximum DC power of fifty (50) amps (2-50 amp feeds). For Cageless Collocation in Active Collocation Space in a CEV, Hut, or Cabinet Eligible Structure where a Wireless Collocator is requesting DC power greater than fifty (50) amps per feed, AT&T-13STATE will add thirty (30) calendar days to the provisioning interval.

8.2.4 Reduced Interval Augments

8.2.4.1 The intervals set forth in this Section 8.2.4 apply only when AT&T-13STATE installs interconnection and power cabling. AT&T-13STATE will provide a reduced interval for Wireless Collocator with existing Physical Collocation space when it requests the following interconnection augments for that existing space. The Wireless Collocator must submit to AT&T-13STATE's Collocation Service Center (CSC) a complete and accurate application, along with a copy of the payment invoice for a subsequent job. For a reduced build-out interval to apply, this application must include an up-front payment of the non-recurring Planning Fee from the Collocation Rate Summary and fifty percent (50%) of non-recurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Wireless Collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

8.2.4.1.1 A sixty (60) calendar day interval will apply only when the Wireless Collocator requests any of the following augments; 1) AT&T-13STATE will perform a cage expansion of three hundred (300) square feet or less immediately adjacent to Wireless Collocator's existing cage within the collocation area (where Overhead Iron/Racking exists) and as long as the collocation area does not have to be reconfigured and does not involve HVAC work, 2) power cable additions to accommodate greater DC amperage requests within existing power panels, 3) direct cable pull within the same collocation area on the same floor between one Wireless Collocator and another Wireless Collocator provided the Wireless Collocator is interconnected with AT&T-13STATE's network, 4) interconnection cable arrangements (where Overhead Iron/Racking are existing) limited up to and not more than the following quantities; four-hundred (400) shielded copper cable pairs up to four-hundred (400) feet, one hundred sixty-eight (168) DS1s, 48 DS3s, and fiber interconnections up to twelve (12) fiber pairs up to four hundred (400) feet.

8.2.5 Other Augments

8.2.5.1 Other augments such as power requests that exceed current capacity ratings, additional bay spaces, AT&T-13STATE bays, AT&T-13STATE cable racks and/or cage expansions within Active Collocation Space different than described above will require the Wireless Collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application.

8.2.5.1.1 The construction interval for these other augments will not exceed ninety (90) days. AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable construction interval for other augments not specifically provided for above.

8.2.5.1.2 The second fifty percent (50%) payment must be received by AT&T-13STATE no later than one (1) week prior to the scheduled augment completion date. If all money has been received on the scheduled completion date, the Actual Point of Termination (APOT) Connections will be provided to the Wireless Collocator by AT&T-13STATE.

8.2.5.1.3 During AT&T-13STATE delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, overhead racking placement, and one hundred percent (100%) of the non-recurring charges have been received by AT&T-13STATE, Wireless Collocator and/or their AT&T-13STATE Approved Tier 1 Vendor (s) may request AT&T-13STATE to do work in parallel with AT&T-13STATE throughout the remaining delivery interval. The Wireless Collocator must obtain an approved Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publications for installation of equipment and facilities. Security Card requirements in Section 18.3.6 of this Appendix will apply.

8.3 Cancellation Prior to Due Date

8.3.1 In the event that the Wireless Collocator cancels its collocation application after AT&T-13STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-13STATE has been paid the entire amounts due under this Appendix, then in addition to other remedies that AT&T-13STATE might have, the Wireless Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; 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. Upon Wireless Collocator's request, AT&T-13STATE will provide the Wireless Collocator with a detailed invoice showing the costs it incurred associated with preparation.

8.4 Occupancy

8.4.1 Unless there are unusual circumstances, AT&T-13STATE will notify the Wireless Collocator that the Dedicated Space is ready for occupancy within five (5) business days of AT&T-13STATE completion of preparation of the Dedicated Space.

8.4.1.1 Upon Wireless Collocator's receipt of such notice, AT&T-13STATE and the requesting Wireless Collocator shall, upon Wireless Collocator's request, conduct an acceptance walk-through of such space. The Wireless Collocator shall schedule the acceptance walk-through on a mutually agreed upon date within ten (10) Calendar Days of the scheduled Completion date. Any material deviations from mutually agreed application specifications may be noted by Wireless Collocator as exceptions, which shall be mutually agreed to as exceptions by AT&T-13STATE. These exceptions shall be corrected by AT&T-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which

exceptions shall be provided no more than five (5) calendar days after the walk-through. The correction of these exceptions shall be at AT&T-13STATE's expense.

- 8.4.1.2 Upon completion of such corrections, AT&T-13STATE will again notify the Wireless Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Wireless Collocator's request, conduct another walk-through as set forth in this Section. If an acceptance walk-through is not timely requested by Wireless Collocator, the completion date for the space shall be deemed to be the Delivery Date. If an acceptance walk-through is requested, but no material exceptions are provided at the walk-through, the Delivery Date will be deemed to be the date of the acceptance walk-through. If an acceptance walk-through is requested, and material exceptions are noted at the walk-through, the Delivery Date will be deemed to be the date upon which Wireless Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
- 8.4.1.3 All charges will begin to accrue on the Effective Billing Date, regardless of any failure by Wireless Collocator to complete its work or occupy the space.
- 8.4.2 Wireless Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation Space within thirty (30) calendar days of space turnover. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to AT&T-13STATE's network within one hundred eighty (180) days after receipt of such notice, that AT&T-13STATE has completed its work as required by the complete and accurate Collocation application.
- 8.4.2.1 In the event that AT&T-13STATE has refused to interconnect with the Wireless Collocator, the one hundred eighty (180) day deadline shall be extended until AT&T-13STATE allows the Wireless Collocator to interconnect. AT&T-13STATE, however, may extend beyond the one hundred eighty (180) days provided the Wireless Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Wireless Collocator from meeting that deadline.
- 8.4.2.2 Orders for additional space will not be accepted until the Wireless Collocator's existing Physical Collocation Space in the requested Eligible Structure is "efficiently used" except to the extent the Wireless Collocator establishes to AT&T's satisfaction that the Wireless Collocator's apparent inefficient use of space is caused by the Wireless Collocator holding unused space for future use on the same basis that AT&T holds unused space for future use Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DS0, DS1, fiber, etc.) in the requested Eligible Structure is "efficiently used."
- 8.4.2.2.1 For purposes of this Appendix, "efficiently used" space means the Wireless Collocator is using between sixty (60) and one hundred percent (100%) of the Wireless Collocator's existing collocation space arrangement, caged or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.2.2.2 For purposes of this Appendix, "efficiently used" CFA means that at least sixty percent (60%) of the Wireless Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-13STATE's network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of AT&T-13STATE.
- 8.4.3 If the Wireless Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Wireless Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business

day after AT&T-13STATE provides the Wireless Collocator with written notice of such failure and the Wireless Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with AT&T- 3STATE by that tenth (10th) business day. In any event, the Wireless Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

- 8.4.4 For purposes of this Section, the Wireless Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either AT&T-13STATE's network or interconnected to another Wireless Collocator's equipment that resides within the same structure, provided the Wireless Collocator's equipment is used for interconnection with AT&T-13STATE's for the purpose of providing this service.
- 8.4.5 If the Wireless Collocator causes AT&T-13STATE to prepare the Dedicated Space and then the Wireless Collocator does not use the Dedicated Space (or all the Dedicated Space), the Wireless Collocator will pay AT&T-13STATE the monthly recurring and other applicable charges as if the Wireless Collocator were using the Dedicated Space, until such time as the Wireless Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.

8.5 Relocation

- 8.5.1 When AT&T-13STATE determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Wireless Collocator is required to move its Dedicated Space or adjacent space collocation structure. AT&T-13STATE will notify the resident Wireless Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, AT&T-13STATE will provide the resident Wireless Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Wireless Collocator is required to relocate under this Section, the Wireless Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Wireless Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of AT&T-13STATE, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in AT&T-13STATE's reasonable discretion. In addition, a Wireless Collocator's presence in AT&T-13STATE Central Offices or adjacent space collocation structures should not prevent AT&T-13STATE from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 8.5.2 If AT&T-13STATE determines that a Wireless Collocator must relocate due to any of the above reasons, AT&T-13STATE will make all reasonable efforts to minimize disruption of the Wireless Collocator's services. In addition, the costs of the move will be shared equally by AT&T-13STATE and the Wireless Collocator, unless the Parties agree to a different financial arrangement.
- 8.5.3 If the Wireless Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, AT&T-13STATE shall permit the Wireless Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Wireless Collocator 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 telecommunications equipment space, and Dedicated Space, or adjacent space collocation structure as applicable. In

any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

8.5.3.1 AT&T-13STATE shall maintain a publicly available document for viewing on the Internet at <https://clec.att.com/clec> indicating its Eligible Structures, if any, that have no space available for Physical Collocation. AT&T-13STATE will update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

8.5.3.2 AT&T-13STATE will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Wireless Collocator or upon order of the appropriate Commission. AT&T-13STATE shall reserve space for switching, MDF and DCS to accommodate access line growth.

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination

In the case of the expiration or termination of this Appendix prior to term, or the early termination of any collocation services or arrangement(s), pursuant to Section 8.6.2 of this Appendix AT&T-13STATE shall be entitled to full payment within thirty (30) days of such expiration or termination for all services performed and expenses accrued or incurred that AT&T-13STATE is entitled to recover under the provisions of this Appendix for establishing such Collocation arrangement prior to such expiration or termination.

8.6.2 If Wireless Collocator cancels or abandons its collocation space in any of AT&T-13STATE's central offices before AT&T-13STATE has recovered the full cost associated with providing that space to the Wireless Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) days after the Wireless Collocator abandons that space.

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

8.7.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Appendix or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

8.7.2.1 Collocation Service Center and Collocation Account Manager;

8.7.2.2 Informal Dispute Resolution; and

8.7.2.3 Formal Dispute Resolution, each of which is described below.

8.8 Non-billing Dispute

8.8.1 In the event of a bona fide dispute between a Wireless Collocator and AT&T-13STATE, Wireless Collocator shall include in written notice referenced in Section 8.7.2 above the following information: (a) the Central Office involved in the controversy, (b) the date controversy occurred, (c) detailed description of the controversy, (d) along with any and all documentation from both Parties. Failure to provide the information required by this Section not later than twenty-nine (29) days following the initial submission of the controversy, shall constitute Wireless Collocator's irrevocable and full waiver of its right to file a dispute.

8.8.2 Upon receipt by AT&T-13STATE of written notice of a controversy from Wireless Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of

these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

8.9 Billing

8.9.1 Billing shall occur once a month, with remittance in full of all bills rendered within thirty (30) calendar days of the bill date. AT&T-13STATE may change its billing date practices upon thirty (30) day's notice to the Wireless Collocator.

8.9.2 Billing Dispute Resolution

8.9.2.1 In the event of a bona fide dispute between a Wireless Collocator and AT&T-13STATE regarding any bill for anything ordered from this Appendix, Wireless Collocator shall, prior to the Bill Due Date, give written notice to AT&T-13STATE of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Wireless Collocator disputes the billed amount. To be deemed a "dispute" under this Section 8.9.2, Wireless Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 8.9.3 of this Appendix and proof (in the form of deposit slip(s)) that Wireless Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section not later than twenty-nine (29) days following the Bill Due Date shall constitute Wireless Collocator's irrevocable and full waiver of its right to dispute the subject charges.

8.9.3 Third Party Escrow Agent

8.9.3.1 Wireless Collocator shall pay all undisputed amounts to AT&T-13STATE when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.9.3.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Wireless Collocator; and

8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Wireless Collocator and the financial institution proposed as the Third Party

escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:

8.9.3.1.5 The escrow account is an interest bearing account;

8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Wireless Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Wireless Collocator and AT&T-13STATE in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Wireless Collocator and AT&T-13STATE (that is, signature(s) from representative(s) of Wireless Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.

8.9.4 Disputed Amounts

8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.

8.9.5 Investigation Report

8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, AT&T-13STATE shall make an investigation as shall be required to report the results to the Wireless Collocator. Provided that Wireless Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, AT&T-13STATE will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Wireless Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Wireless Collocator must notify AT&T-13STATE in writing within thirty (30) days following receipt of the results of AT&T-13STATE's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.

8.9.6 Informal Resolution of Billing Disputes

8.9.6.1 Upon receipt by AT&T-13STATE of written notice of a billing dispute from Wireless Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after

receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.

8.9.7.2 Billing Disputes Subject to Mandatory Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Wireless Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.

8.9.7.3 Billing Disputes Subject to Elective Arbitration - If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Wireless Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Wireless Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.

8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.

8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

8.9.9.1 Immediately upon resolution of any billing dispute, AT&T-13STATE and the Wireless Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:

8.9.9.1.1 AT&T-13STATE shall credit Wireless Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Wireless Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute; within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed Disputed Amounts resolved in favor of the Wireless Collocator shall be disbursed to Wireless Collocator by the Third Party escrow agent, together with any interest accrued thereon; within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of AT&T-13STATE shall be disbursed to AT&T-13STATE by the Third Party escrow agent, together with any interest accrued thereon; and no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Wireless Collocator shall pay AT&T-13STATE any difference between the amount of accrued interest AT&T-13STATE received from the escrow disbursement and the amount of Late Payment Charges AT&T-13STATE billed and is entitled to receive pursuant to Section 8.9 of this Appendix.

8.9.10 Failure to Make Payment

8.9.10.1 Failure by the Wireless Collocator to pay any charges determined to be owed to AT&T-13STATE within the time specified in Section shall be grounds for immediate re-entry and termination of services provided under this Appendix.

8.10 Late Payment Charge

8.10.1 If the Wireless Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Wireless Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to AT&T-13STATE as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

8.11.1 An interruption period begins when an inoperative condition of a Physical Collocation arrangement is reported to AT&T-13STATE's designated contact point and ends when the Physical Collocation arrangement is operative and reported to the Wireless Collocator's designated contact. A credit allowance will be made to the Wireless Collocator where the interruption is due to the actions or negligence of AT&T-13STATE.

8.11.2 When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

8.11.3 For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The Wireless Collocator shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

8.11.4 A credit allowance will not apply to any interruption of the items maintained and repaired by the Wireless Collocator or the Wireless Collocator's third Party vendor.

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 The Wireless Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). AT&T-13STATE will only permit copper or coaxial cable as the transmission medium where the Wireless Collocator can demonstrate to AT&T-13STATE that use of such cable will not impair AT&T-13STATE's ability to service its own customers or subsequent Wireless Collocators.
- 9.1.2 AT&T-13STATE shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for AT&T-13STATE cable. AT&T-13STATE will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-13STATE also has access to more than two such entry points. Where such dual points of entry are not immediately available, AT&T-13STATE shall perform work as is necessary to make available such separate points of entry for the Wireless Collocator at the same time that it makes such separate points of entry available for itself. In each instance where AT&T-13STATE performs such work in order to accommodate its own needs and those specified by the Wireless Collocator in the Wireless Collocator's written request, the Wireless Collocator and AT&T-13STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-13STATE and the Wireless Collocator(s).
- 9.1.3 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space. If Wireless Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Wireless Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Wireless Collocator must notify AT&T-13STATE no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

- 9.2.1 The demarcation point is the end of the AT&T-13STATE provided interconnection cable at the Collocation arrangement (CDOW- AT&T owned frame location as assigned to the Wireless Collocator).

10. USE OF DEDICATED SPACE

10.1 Nature of Use - Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Wireless Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to AT&T-13STATE under 47.U.S.C. § 251(C). Such uses are limited to interconnection to AT&T-13STATE's network "for the transmission and routing of Telephone Exchange service or Exchange Access .
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Wireless Collocator from obtaining interconnection with AT&T-13STATE at a level equal in quality to that which AT&T-13STATE obtains within its own network or AT&T-13STATE provides to an affiliate, subsidiary, or other party function .
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection if and only if the primary purpose and function of the equipment, as the Wireless Collocator seeks to deploy it, meets the standards set forth above in this Section. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection, there also must be a logical nexus between the additional

functions the equipment would perform and the telecommunication services the Wireless Collocator seeks to provide to its customers by means of the interconnection. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of AT&T-13STATE's property.

- 10.1.4 AT&T-13STATE voluntarily allows Wireless Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if AT&T-13STATE and Wireless Collocator mutually agree to such placement, in AT&T-13STATE's premises solely to support and be used with equipment that the Wireless Collocator has legitimately collocated in the same premises.
- 10.1.5 AT&T-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Wireless Collocator's equipment and facilities.
- 10.1.6 When the Wireless Collocator's Physical Collocation arrangement is within the Eligible Structure, the Wireless Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). AT&T-13STATE will provide the necessary backup power to ensure against power outages.
- 10.1.7 Consistent with the environment of the Dedicated Space, the Wireless Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Wireless Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on AT&T-13STATE grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Wireless Collocator may place signage and markings on the inside of its dedicated space.

10.2 Equipment List

10.2.1 A list of all the equipment and facilities that the Wireless Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Wireless Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Wireless Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Wireless Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of AT&T-13STATE, which consent shall not be unreasonably withheld.

10.2.2 Subsequent Requests to Place Equipment

10.2.2.1 The Wireless Collocator shall furnish AT&T-13STATE a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Wireless Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-13STATE and written approval or denial of the equipment will be forwarded to the Wireless Collocator.

10.2.3 Limitations

10.2.3.1 AT&T-13STATE's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Wireless Collocator, is limited to the extent that AT&T-13STATE would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or for any other Party to which it provides

interconnection. AT&T-13STATE will ensure that the Wireless Collocator is provided collocation space at least equal in quality to that provided to AT&T-13STATE, its affiliates or other Parties to which it provides interconnection.

10.3 Dedicated Space Use and Access

10.3.1 The Wireless Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Wireless Collocator shall provide AT&T-13STATE with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.

10.3.2 AT&T-13STATE will not delay a Wireless Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. AT&T-13STATE will provide Wireless Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Wireless Collocator's employees, agents and contractors with AT&T-13STATE's policies and practices pertaining to fire, safety and security (i.e., the Wireless Collocator must comply with Section 6 of this Appendix).

10.3.3 The Wireless Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Wireless Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-13STATE, in the same condition as when first occupied by the Wireless Collocator, except for ordinary wear and tear.

10.3.4 AT&T-13STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Wireless Collocator at the Eligible Structure. However, through agreement between AT&T-13STATE and the Wireless Collocator, a Wireless Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Wireless Collocator's or AT&T-13STATE's personnel.

10.4 Threat to Personnel, Network or Facilities

10.4.1 Regarding safety, Wireless Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

10.5 Interference or Impairment

10.5.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

10.6 Personal Property and Its Removal

10.6.1 In accordance with and subject to the conditions of this Appendix, the Wireless Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Wireless Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet AT&T-13STATE standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Wireless Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Wireless Collocator at its expense pursuant to Section 10.7 following.

10.7 Alterations

10.7.1 In no case shall the Wireless Collocator or any person acting through or on behalf of the Wireless Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of AT&T-13STATE. AT&T-13STATE shall consider a modification, improvement, addition, repair or other alteration requested by the Wireless Collocator, provided that AT&T-13STATE has the right to reject or modify any such request except as required by state or federal regulators. The cost of any AT&T-13STATE provided construction shall be paid by the Wireless Collocator in accordance with AT&T-13STATE's custom work order process.

11. USE BY OTHER LOCAL SERVICE PROVIDERS

11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Wireless Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Wireless Collocators. The AT&T-13STATE will make Shared Collocation cages available to all Wireless Collocators. In making shared caged arrangements available AT&T-13STATE will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.

11.1.1 All Wireless Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Wireless Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of AT&T-13STATE, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of AT&T-13STATE.

11.2 A Wireless Collocator may request that AT&T-13STATE provide Shared Caged Collocation via:

- (i) a new request for Physical Collocation whereby the Wireless Collocator requesting such space allocates the requested space among the number of Wireless Collocators initially requesting such space ("New Shared Collocation"), or
- (ii) a request by Wireless Collocator to enter into a sublease arrangement with another Resident Wireless Collocators(s) in Wireless Collocator's existing Physical Collocation ("Subleased Shared Collocation").

11.2.1 Should two (2) or more Wireless Collocators have interconnection agreements with AT&T-13STATE use a shared collocation cage, AT&T-13STATE will permit each Wireless Collocator to order interconnection to and provision service from that shared collocation space, regardless of which Wireless Collocator was the original Wireless Collocator.

11.2.2 The Primary Wireless Collocator shall submit a request and any subsequent order for New Shared Collocation. The Wireless Collocator must use a contractor/vendor to perform the necessary preparation activities within the Wireless Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of AT&T-13STATE, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Wireless Collocator shall be solely responsible for all charges of any such contractor/vendor. The Wireless Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

11.2.3 In each Shared Caged Collocation arrangement, AT&T-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Wireless Collocator". For New Shared Collocation, the Primary Wireless Collocator shall be the single Wireless Collocator that submits the request for New Shared Collocation on behalf of the other Resident Wireless Collocators (as defined below). For Subleased Shared Collocation, the Primary Wireless

Collocator shall be the Wireless Collocator that originally requested and occupied such space and is the sublessor in such arrangement.

11.2.3.1 For purposes of this Section, each Wireless Collocator (including Resident Wireless Collocator(s) and the Primary Wireless Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Wireless Collocator".

11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Wireless Collocator that authorize each other Resident Wireless Collocator to utilize the Connecting Facility Assignments associated with the Primary Wireless Collocator and signed by each Resident Wireless Collocator that authorize the Primary Wireless Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Wireless Collocators.

- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Wireless Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Wireless Collocators shall request New Shared Collocation from AT&T-13STATE in a single application. AT&T-13STATE will prorate the Preparation Charges incurred by AT&T-13STATE to condition the space for Collocation use among the Resident Wireless Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Wireless Collocator based on the percentage attributable to each Resident Wireless Collocator as provided on the Collocation order by the Primary Wireless Collocator, provided that the percentage attributable to the Resident Wireless Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). AT&T-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Wireless Collocator in an AT&T-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and AT&T-13STATE shall not be required to adjust such allocation if another Resident Wireless Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, AT&T-13STATE shall bill only the Primary Wireless Collocator for, and the Primary Wireless Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Wireless Collocator's responsibility to recover from each other Resident Wireless Collocator such Wireless Collocator's proportionate share of such other charges billed to the Primary Wireless Collocator for the New Shared Cage Collocation. If Wireless Collocator is a Resident Wireless Collocator but not the Primary Wireless Collocator in a New Shared Collocation arrangement, Wireless Collocator agrees that the Primary Wireless Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Wireless Collocator's Section 251/252 agreement under which the Primary Wireless Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Wireless Collocator is the Primary Wireless Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Wireless Collocator shall require its Resident Wireless Collocator(s) to execute an agreement prior to the Delivery Date that, *inter alia*, requires such Resident Wireless Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator, shall notify its Resident Wireless Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Wireless Collocator(s).
- 11.4 For Subleased Shared Collocation, if the Wireless Collocator is the Primary Wireless Collocator, then that (Primary) Wireless Collocator shall be responsible for its and its Resident Wireless Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Wireless Collocator to sublease space from Wireless Collocator, Wireless Collocator shall require such other Wireless Collocator(s) to execute a sublease agreement prior to the Delivery Date that, *inter alia*, requires such Wireless Collocator's compliance with the terms, conditions and restrictions relating to

Collocation contained in this Appendix and designates AT&T-13STATE as a third party beneficiary of such agreement. Wireless Collocator, acting in its capacity as Primary Wireless Collocator, shall notify its Resident Wireless Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Wireless Collocator(s). If Wireless Collocator is the sub lessee (i.e., not the Primary Wireless Collocator) in a Subleased Shared Collocation arrangement, Wireless Collocator agrees that Primary Wireless Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Wireless Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

- 11.5 Wireless Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with AT&T-13STATE and permit Wireless Collocator to interconnect its network with AT&T-13STATE from Shared Caged Collocation, regardless if Wireless Collocator was the original Wireless Collocator. Wireless Collocator, however, shall have no right to request and AT&T-13STATE shall have no obligation to provide Wireless Collocator's Resident Wireless Collocators access AT&T-13STATE's network. Instead, a Resident Wireless Collocator's rights shall be as determined by such Resident Wireless Collocator's contractual arrangement (Section 251/252 agreement) with AT&T-13STATE.
- 11.6 As a condition of entering into Shared Caged Collocation, Wireless Collocator agrees that if it is not the Primary Wireless Collocator in a New Shared Collocation, or if it is the sub lessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees AT&T-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Wireless Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Wireless Collocators must immediately identify a new Primary Wireless Collocator. If only one Wireless Collocator remains in the Shared Cage Collocation, that Wireless Collocator shall become the Primary Wireless Collocator. AT&T-13STATE shall bill the new Primary Wireless Collocator any applicable charges to change AT&T-13STATE's records and databases to reflect such new Primary Wireless Collocator.
- 11.7 Interconnection to Others
- 11.7.1 Within a contiguous area within the eligible structure, the AT&T-13STATE will permit Wireless Collocators to construct their own direct connection (cross-connect) facilities to other physical Wireless Collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. AT&T-13STATE shall not require physical-to-physical Wireless Collocators to purchase any equipment or cross-connect capabilities solely from AT&T-13STATE. If requested by the Wireless Collocator, AT&T-13STATE will provide only the installation of physical structure(s) and the associated labor necessary for the Wireless Collocator(s) to pull its facilities from its equipment space to the equipment space of another Wireless Collocator. However if the Wireless Collocators cannot physically pull the cable themselves (i.e. located on different floors), AT&T-13STATE will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. AT&T-13STATE (1) will not make any physical connection within the Wireless Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.
- 11.7.2 If a physical Wireless Collocator and a virtual Wireless Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then AT&T-13STATE will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Wireless Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that AT&T-13STATE imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Wireless

Collocators. At AT&T-13STATE's option, the connection may be made either by AT&T-13STATE or by the Wireless Collocators' installers, who shall be on the list of approved installation vendors.

12. STANDARDS

12.1 Minimum Standards

- 12.1.1 All types of network equipment placed in AT&T-13STATE network equipment areas of Eligible Structures by AT&T-13STATE or Wireless Collocator must meet AT&T-13STATE minimum safety standards. The minimum safety standards are as follows: (1) Wireless Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Technical Publication 76200, Network Equipment Building Systems (NEBS); or, (2) Wireless Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including AT&T-13STATE) prior to January 1, 1998 with no known history of safety problems. The Wireless Collocator will be expected to conform to the same accepted procedures and standards utilized by including AT&T-13STATE and its contractors when engineering and installing equipment.
- 12.1.2 In the event that AT&T-13STATE denied Collocation of Wireless Collocator's equipment, citing safety standards, AT&T-13STATE will provide within five (5) business days of Wireless Collocator's written request to AT&T-13STATE representative(s), a list of AT&T-13STATE equipment which AT&T-13STATE locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-13STATE equipment met or exceeded the same safety standards for which Wireless Collocator's equipment was denied.
- 12.1.3 In the event AT&T-13STATE believes that collocated equipment is not necessary for interconnection or determines that the Wireless Collocator's equipment does not meet the minimum safety standards, the Wireless Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Wireless Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, AT&T-13STATE or Wireless Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Wireless Collocator's equipment does not meet the minimum safety standards above, the Wireless Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.

12.2 Compliance Certification

- 12.2.1 The Wireless Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

- 13.1 If the Wireless Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of AT&T-13STATE's written notice, or if the Wireless Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, AT&T-13STATE may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Wireless Collocator and any claiming under the Wireless Collocator, remove the Wireless Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies AT&T-13STATE might have.
- 13.2 AT&T-13STATE may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Wireless Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and 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 Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both 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. To the extent negotiations do not resolve the dispute, and thirty (30) days have passed since the date of the request for resolution under this Section, Parties may seek more formal dispute resolution procedures.

14. SERVICES AND MAINTENANCE

14.1 Operating Services

- 14.1.1 AT&T-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, twenty-four (24) hours a day, seven (7) days a week. Any business telephone services ordered by the Wireless Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-13STATE tariffs.

14.2 Maintenance

- 14.2.1 AT&T-13STATE shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Wireless Collocator to access the Dedicated Space.

14.3 Equipment Staging and Storage

- 14.3.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind. (Refer to Interconnector's Guide for Collocation via <https://clec.att.com/clec>.)

14.4 Legal Requirements

- 14.4.1 Except for Section 17, AT&T-13STATE agrees to make, at its expense, all changes and additions to the Dedicated Space 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, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

15. AT&T-13STATE's RIGHT OF ACCESS

- 15.1 AT&T-13STATE, its agents, employees, and other AT&T-13STATE-authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by AT&T-13STATE hereunder, and for any other purpose deemed reasonable by AT&T-13STATE. AT&T-13STATE may access the Dedicated Space for purpose of averting any threat of harm imposed by the Wireless Collocator or its equipment or facilities upon the operation of AT&T-13STATE equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, AT&T-13STATE will notify the Wireless Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Wireless Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 AT&T-13STATE will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using the same or consistent practices that are used by AT&T-13STATE for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located.
- 16.3 The Wireless Collocator will be permitted to contract its own work for the preparation activities within the Wireless Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of AT&T-13STATE, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with AT&T-13STATE, and the Wireless Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

17. CHARGES

- 17.1 Monthly Charges
- 17.1.1 The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or five (5) days after the Wireless Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that Physical Collocation is provided. For billing purposes, each month is considered to have thirty (30) days. The applicable recurring charges are set forth in the Collocation Rate Summary for use of the Dedicated Space.
- 17.2 Non-recurring Charges
- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Wireless Collocator shall pay AT&T-13STATE fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work.
- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Wireless Collocator when the Dedicated Space is complete and prior to occupancy.
- 17.3 Application of Rates and Charges
- 17.3.1 Beginning on and after the Effective Date of this agreement, the Parties agree that the rates and charges for Collocation shall be as set forth in this Appendix and in the Pricing Schedule applicable to collocation ("Collocation Rates"). The Parties agree that the Collocation Rates shall apply, on a prospective basis only, beginning on the Effective Date of this amendment, to all existing Wireless

Collocator's collocation arrangements, including those established before the Effective Date [of this agreement. Because the Collocation Rates will apply on a prospective basis only, neither Party shall have a right to retroactive application of the Collocation Rates to any time period before the Effective Date, and there shall be no retroactive right of true-up for any time period before the Effective Date.

17.4 Determination of Charges Not Established in Collocation Rate Summary

17.4.1 Rate Elements - In the event that AT&T-13STATE seeks to impose a rate element or charge to a Wireless Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, AT&T-13STATE shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.

17.4.2 In the event the Wireless Collocator disputes the rate element or charge proposed by AT&T-13STATE that is not specifically provided for in this Appendix or in the Pricing Schedule, the Wireless Collocator shall notify AT&T-13STATE of its dispute with the proposed charge in writing.

17.5 Custom Work Charges - Custom work may not be charged to Wireless Collocator for any work performed which will benefit or be used by AT&T-13STATE or other Wireless Collocators. AT&T-13STATE also may not impose a Custom Work Charge without the Wireless Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Wireless Collocator and AT&T-13STATE is not reached regarding the Custom Work Charge, AT&T-13STATE shall complete construction of the Wireless Collocator's space pending resolution of the issue by the appropriate Commission and the Wireless Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Wireless Collocator or owed to AT&T-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the appropriate Commission will be the basis for calculating a refund to a Wireless Collocator that has overpaid or the amount due to AT&T-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Wireless Collocators, such work shall not be considered custom work; instead, AT&T-13STATE shall file the appropriate interconnection agreement amendment. However, AT&T-13STATE shall not delay completion of such work during the agreement approval process. AT&T-13STATE shall perform such work based upon provisional rates, subject to true up.

17.6 **Extraordinary Charges** - Wireless Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-13STATE to prepare the Collocation space for the installation of Wireless Collocator's equipment and for extraordinary costs to maintain the Collocation space for Wireless Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Wireless Collocator).

17.6.1 AT&T-13STATE will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.

17.6.2 AT&T-13STATE will allocate the costs fairly among itself, Wireless Collocator and other Wireless Collocators, as appropriate.

17.6.3 An estimate of such costs plus contribution will be provided to the Wireless Collocator prior to AT&T-13STATE commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.

17.6.4 AT&T-13STATE must advise Wireless Collocator if extraordinary costs will be incurred within twenty (20) business days of the Wireless Collocator's request for space.

17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Wireless Collocator's signed acceptance and payment.

18. RATE REGULATIONS (AT&T-13STATE DOES ALL WORK)

18.1 The Wireless Collocator may elect to have AT&T-13STATE provision the collocation site or the Wireless Collocator may elect to hire an AT&T-13STATE Approved Tier 1 Vendor to provision the collocation site per Section 21, CDOW (Collocator Does Own Work).

18.2 Rate Elements

All rates and charges for the following rate elements can be found in the Collocation Rate Summary.

18.2.1 Planning Fees

18.2.1.1 The Planning Fee, as specified in AT&T-13STATE's Interconnector's Collocation Services Handbook for Physical Collocation in AT&T-13STATE, recovers AT&T-13STATE's costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Wireless Collocator's request for the Physical Collocation arrangements. The initial Planning Fee will apply to the Wireless Collocator's Physical Collocation request. In addition, a non-standard Planning Fee will apply when a request includes DC power requirements other than 2-10, 2-20, 2-30, 2-40, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Wireless Collocator provided equipment that requires AT&T-13STATE to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for Physical Collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in the Collocation Rate Summary.

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

18.2.2.1 Except for certain charges identified as related to Caged Shared Collocation, each Wireless Collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements.

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

18.2.3.1.1 The Caged Collocation option provides the Wireless Collocator with an individual enclosure (not including a top). This enclosure is an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.1.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Wireless Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of

equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Wireless Collocator in AT&T-13STATE premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, AT&T-13STATE shall bill the original Wireless Collocator for space. Wireless Collocators located in a Caged Common Collocation area shall have direct billing arrangements with AT&T-13STATE for floor space and all other applicable interconnection arrangements. When a Wireless Collocator constructs its own cage and related equipment, the Wireless Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.

18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.

18.2.3.1.4 If the Wireless Collocator elects to install, or requests that AT&T-13STATE provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.1.4.3 Common Systems Materials Charge

Consists of the following elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

18.2.3.1.4.4 Safety and Security, per square foot

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per

square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective reasonable method of security, which may consist of a sub set of the following:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

18.2.3.1.4.5 Cage Preparation

Consists of the following elements and represents charges unique to the Wireless Collocator making the request. Rates and charges are as found in the Collocation Rate Summary.

- Grounded wire partition
- Door key Set
- Lights
- AC Outlet
- Cable rack and support structure inside the cage

18.2.3.2 Cageless Collocation

18.2.3.2.1 The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by AT&T-13STATE within an Eligible Structure to be used by the Wireless Collocator for the sole purpose of installing, maintaining and operating the Wireless Collocator-provided equipment.

18.2.3.2.2 AT&T-13STATE will provide Floor Space, floor space site conditioning, Safety and Security, and Common Systems Materials charges per relay rack, bay, or frame. Wireless Collocator shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first Wireless Collocator in AT&T-13STATE premises will be responsible only for it's pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each Wireless Collocator will be based upon the number of frames used by each Wireless Collocator.

18.2.3.2.2.1 Floor Space Charges

Consists of the following elements which are based on the average cost for AT&T-13STATE within AT&T-13STATE:

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

18.2.3.2.2.3 Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Aisle lighting
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

18.2.3.2.2.4 Safety and Security

This charge represents reasonable costs incurred by AT&T-13STATE to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a rack, bay, or frame basis and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating AT&T-13STATE equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarm

18.3 DC Power Amperage Charge

18.3.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Wireless Collocator for its power arrangement. By way of example, where Wireless Collocator orders DC Power in a 20-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T shall only bill Wireless Collocator the monthly recurring charge applicable to DC Power for a total of twenty (20) amps. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, BDFB, associated hardware and cabling, and AC energy to convert to DC power.

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

18.3.2.1 This monthly recurring charge consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each ten (10) amps of DC Power. This is a monthly recurring charge which is determined by dividing the per each ten (10) amps of DC Power rate by the total amount of DC amps provided over one of the two power feeds ordered by the Wireless Collocator for its power arrangement. By way of example, where Wireless Collocator orders DC Power in a twenty (20)-amp increment, it will be considered to have ordered two (2) twenty (20)-amp power feeds and AT&T-13STATE will provision two (2) twenty (20) amp DC power feeds (for a combined total of forty (40) amps), but AT&T-13STATE shall only bill Wireless Collocator the monthly recurring charge applicable to HVAC on a total of twenty (20) amps. Charges for this element are specified in the attached pricing schedule.

18.3.3 DC Power Arrangement Provisioning

18.3.3.1 The DC Power Arrangement is the installation of the power cable and the cable rack including support and fabrication material expressed as a combination of a non-recurring and monthly rate for either 2-10 amp, 2-20 amp, 2-30 amp, 2-40 amp, 2-50 amp, or 2-100 amp feeds.

18.3.4 DC Power Panel (Maximum 200 amp) (Optional)

18.3.4.1 At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current however the Wireless Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by AT&T-13STATE technical support. This rate element may be provided by AT&T-13STATE.

18.3.5 Eligible Structure Ground Cable Arrangement, Each

18.3.5.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Wireless Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in the Wireless Collocator's Dedicated Space.

18.3.6 Security Cards

18.3.6.1 The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Rates and charges are as found in the Collocation Rate Summary. AT&T-13STATE will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate AT&T Photo ID Card and Electronic Access For Wireless Collocators and Associated Contractors form, which is located on the telecommunications carrier online website <https://clec.att.com/clec>. In emergency or other extenuating circumstances (but not in the normal course of business), Wireless Collocator may request that the twenty-one (21) day interval be expedited, and AT&T-13STATE will

issue the access and/or ID cards as soon as reasonably practical. There is an additional charge for expedited requests.

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

18.3.7.1 This rate element describes any reinforced passage or opening placed for the Wireless Collocator-provided facility between AT&T-13STATE designated manhole and the cable vault of the Eligible Structure.

18.3.8 Entrance Fiber Charge, Per Cable Sheath

18.3.8.1 The Entrance Fiber Charge reflects the time spent by AT&T-13STATE in pulling the Wireless Collocator's cable facilities from AT&T-13STATE designated manhole, through AT&T-13STATE cable vault and through AT&T-13STATE cable support structure to the Wireless Collocator's equipment.

18.3.9 AT&T-13STATE to Collocation Interconnection Arrangement Options

18.3.9.1 Wireless Collocator will select one or more of the interconnection arrangements listed below.

18.3.9.1.1 DS1 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.1.1 This sub-element is an AT&T-13STATE-provided cable arrangement of twenty-eight (28) DS1 connections per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.2 DS3 Interconnection Cable Arrangement (DSX or DCS), Each

18.3.9.1.2.1 This sub-element is an AT&T-13STATE-provided cable arrangement of one (1) DS3 connection per cable arrangement between the Wireless Collocator's equipment bay and AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame. If regeneration is required because the cabling distance between the Wireless Collocator's termination point located in an Adjacent Structure and AT&T-13STATE's cross-connect bay exceeds ANSI limitations or where the Wireless Collocator specifically requests regeneration, it will be at the Wireless Collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in the Collocation Rate Summary.

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

18.3.9.1.3.1 This sub-element is an AT&T-13STATE-provided cable arrangement that provides one hundred (100) DS0 copper shielded connections between the Wireless Collocator's

equipment bay and AT&T-13STATE network. These rate elements may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.10 Optical Circuit Arrangement

18.3.10.1 This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to AT&T-13STATE network. This rate element may not be provided by the Wireless Collocator. The Wireless Collocator will not be permitted access to AT&T-13STATE Main Distribution Frame.

18.3.11 Bits Timing (per circuit) (Optional)

18.3.11.1 An AT&T-13STATE provided single signal from AT&T-13STATE timing source to provide synchronization between a Wireless Collocator's single Network Element and AT&T-13STATE's equipment.

18.3.12 Timing Interconnection Arrangement (Optional)

18.3.12.1 Timing leads (1 pair of wires) provided by AT&T-13STATE to the Wireless Collocator's dedicated Physical Collocation space.

18.3.13 Collocation Availability Space Report Fee

18.3.13.1 This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of Wireless Collocators, any modifications in the use of space since the generation of the last available report, and measures that AT&T-13STATE is undertaking to make additional space available for collocation.

18.3.14 Pre-visits

18.3.14.1 General Applications

18.3.14.1.1 Prior to submitting an application, the prospective Wireless Collocator may elect to arrange with AT&T-13STATE to visit an Eligible Structure for the purpose of permitting the Wireless Collocator to determine if the structure meets its business needs and if space is available in the structure for the potential Wireless Collocator's Physical Collocation arrangement. If the prospective Wireless Collocator elects to pre-visit AT&T-13STATE's Eligible Structures, the Wireless Collocator must submit its request in writing ten (10) business days in advance to the Collocation Account Manager. Pre-visits will be scheduled for a date that is mutually agreeable to both Parties. Prospective Wireless Collocator will not be allowed to take photographs, make copies of AT&T-13STATE site-specific drawings or make any notations.

18.3.14.1.2 For pre-visits, AT&T-13STATE will provide an employee of AT&T-13STATE to conduct the pre-visit, unless a different number of AT&T-13STATE employees are mutually agreed upon. The Wireless Collocator will be billed for the time of the assigned AT&T-13STATE employee and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the Wireless Collocator will be charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.15 Construction Inspections

18.3.15.1 The Wireless Collocator will be charged for the time AT&T-13STATE employees spend during the construction inspection with the Wireless Collocator, based on fifteen (15)-minute increments. If any travel expenses are incurred, the Wireless Collocator will be

charged for the time AT&T-13STATE employees spend traveling and will be based on fifteen (15)-minute increments.

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

18.3.16.1.1 If a Wireless Collocator elects to provide an Adjacent On-Site Space Collocation as described in Section 7.6.1.5 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure, AT&T-13STATE will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Wireless Collocator's Adjacent Space Collocation arrangement request. Rates and charges are found in the Collocation Rate Summary. In addition, should the Wireless Collocator elect to have AT&T-13STATE provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required.

18.3.16.2 Adjacent On-site Planning Fee

18.3.16.2.1 An initial Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent On-site structure and AT&T-13STATE on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the interconnection terminations as well as the design route of the power arrangement to the Wireless Collocator's Adjacent On-site structure.

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

18.3.17.1.1 If the Wireless Collocator elects to provide an Adjacent Off-site Arrangements structure as defined in Section 2. of this Appendix and as described in Section 7.6.1.6 preceding, when all available space is Legitimately Exhausted inside AT&T-13STATE Eligible Structure and Wireless Collocator's Adjacent On-site Space is not within fifty (50) feet of the Eligible Structure's outside perimeter wall, AT&T-13STATE will provide the following sub-elements to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Wireless Collocator's site is located on a property that is contiguous to or within one standard city block of AT&T-13STATE's Central Office or Eligible Structure. When the Wireless Collocator elects to collocate by Adjacent Off-site Arrangement, the Wireless Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are found in the Collocation Rate Summary.

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

18.3.17.2.1 Planning Fee will apply when a Wireless Collocator is requesting any interconnection between the Wireless Collocator's Adjacent Off-site structure and AT&T-13STATE on an initial or subsequent Adjacent Off-site collocation application. This fee recovers the design route of the interconnection terminations to the Wireless Collocator's Adjacent Off-site structure. Rates and charges are found in the Collocation Rate Summary.

18.3.18 Conduit Space for Adjacent Off-site Arrangement

18.3.18.1 Any reinforced passage or opening placed for the Wireless Collocator provided facility in, on, under/over or through the ground between AT&T-13STATE designated manhole

and the cable vault of the eligible structure. Rates and charges are as found in the Collocation Rate Summary following.

18.3.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

18.3.19.1 A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment.

18.3.20 Miscellaneous Charges (Optional)

18.3.20.1 Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or cabinet.

18.3.21 Collocation to Collocation Connection

18.3.21.1 This rate element includes physical-to-physical and physical-to-virtual connection options.

18.3.21.1.1 Fiber Cable (12 Fibers)

18.3.21.1.1.1 This rate element is for AT&T-13STATE to provide and install direct cabling using fiber cable (12 fiber pairs) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring and recurring rate.

18.3.21.1.2 Copper Cable (28 DS1s)

18.3.21.1.2.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.3 Coax Cable (1 DS3)

18.3.21.1.3.1 This rate element is for AT&T-13STATE to provide and install for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate.

18.3.21.1.4 Cable Racking and Hole

18.3.21.1.4.1 This sub-element provides for cable rack space for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each Physical Collocation arrangement(s) at an Eligible Structure.

18.3.21.1.5 Route Design

18.3.21.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge.

19. COMPLETE SPACE DISCONTINUANCE, SPACE REASSIGNMENT, POWER REDUCTION AND INTERCONNECTION TERMINATION REDUCTION

19.1 This Section provides rates, terms and conditions for Complete Space Discontinuance, Space Reassignment, Power Reduction and Interconnection Termination Reduction.

19.2 Complete Space Discontinuance

The Wireless Collocator may discontinue an existing Physical Collocation Arrangement which may include equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Wireless Collocator infrastructure installed within its Physical Collocation space. The Wireless Collocator is required to provide a complete and accurate Physical Collocation Application requesting to discontinue its existing Physical Collocation Arrangement. The Wireless Collocator must complete the following activities within thirty (30) calendar days from the day the Physical Collocation application was submitted. If the Wireless Collocator is unable to complete the following activities within the designated time frame, the Wireless Collocator may request an additional thirty (30) calendar days to complete the activities required and monthly recurring charges will continue through this additional time frame.

- (A) Remove Wireless Collocator's equipment bays (relay racks) from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.
- (B) Remove Wireless Collocator's equipment from the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (C) Remove terminations at both ends of cable (e.g. power, timing, grounding, and interconnection) and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- (D) Remove Wireless Collocator's entrance cable between the Physical Collocation Arrangement and the first manhole in accordance with the provisions of this Section using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor;
- (E) Remove Wireless Collocator's miscellaneous items from within the Physical Collocation space, using an AT&T-13STATE Approved Tier 1 or Tier 2 Installation/Removal Vendor.

19.2.1 For complete space discontinuance, Wireless Collocator will not be responsible for repairing floor tile damaged during removal of relay racks and equipment, nor will Wireless Collocator be responsible for cable mining (removal). Instead the AT&T-13STATE will perform those tasks. Wireless Collocator will pay for those tasks through rate elements listed in Section 19.6.

19.2.2 If the Wireless Collocator fails to complete the items identified in Section 19.6 within thirty (30) calendar days after discontinuance or termination of the physical collocation arrangement, the AT&T-13STATE may complete those items and charge the Wireless Collocator for any and all claims, expenses, fees or other costs associated with any such completion by AT&T-13STATE, including any materials used and the time spent at the hourly rate for custom work. This work will be performed at the Wireless Collocator's risk and expense, and the Wireless Collocator will hold AT&T-13STATE harmless from the failure to return any equipment, property or other items.

19.2.3 When discontinuance of the Physical Collocation Arrangement involves the removal of fiber entrance cable, the Wireless Collocator's AT&T-13STATE Approved Tier 1 Installation/Removal Vendor is only responsible for physically removing entrance cables housed in conduits or inner-ducts and may do so only after the AT&T-13STATE confirms that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

19.3 Space Reassignment

In lieu of submitting an application to discontinue a Physical Collocation Arrangement per Section 19.2, above the Wireless Collocator ("Exiting Wireless Collocator") may reassign the Physical Collocation Arrangement to another Wireless Collocator ("Wireless Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Physical Collocation Arrangement may not occur without the written consent of AT&T-13STATE. In order to request consent to assign a Physical Collocation Arrangement, either the Wireless Collocator Assignee or Exiting Wireless Collocator may

submit a Collocation Application on behalf of both the Exiting Wireless Collocator and Wireless Collocator Assignee, Space Reassignment shall be subject to the following terms and conditions:

- 19.3.1 Wireless Collocator Assignee must, as of the date of submission of the Physical Collocation Application, have an approved ICA that contains a Collocation Appendix or an effective interim ICA contains a Collocation Appendix.
- 19.3.2 Exiting Wireless Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the AT&T-13STATE turns over the Physical Collocation Arrangement to the Wireless Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The AT&T-13STATE's obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Wireless Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the AT&T-13STATE makes available the Physical Collocation Arrangement to the Wireless Collocator Assignee.
- 19.3.3 An Exiting Wireless Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Wireless Collocator's on the waiting list above the Wireless Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Wireless Collocator's assets.
- 19.3.4 Wireless Collocator Assignee will defend and indemnify the AT&T-13STATE from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Wireless Collocator Assignee or the Exiting Wireless Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Wireless Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-AT&T-13STATE equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Wireless Collocator Assignee further agrees to indemnify and hold the AT&T-13STATE harmless from any third-party claims involving allegations that Wireless Collocator Assignee does not hold proper title to such non- AT&T-13STATE equipment and other items.
- 19.3.6 AT&T-13STATE will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Wireless Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before AT&T-13STATE begins to convert the Physical Collocation Arrangement being reassigned. Once Wireless Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the AT&T-13STATE shall finish the work to convert the space within thirty (30) calendar days. AT&T-13STATE and Wireless Collocator Assignee will coordinate all conversion work to insure that the end user customers of Wireless Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Wireless Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Wireless Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Wireless Collocator Assignee before the assigned space is turned over.
- 19.3.8 Wireless Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that AT&T-13STATE will make no changes to the Physical Collocation Arrangement,

including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Wireless Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).

19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

19.4.1 The Wireless Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Wireless Collocator desires to disconnect a power arrangement (A&B feed), the Wireless Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Wireless Collocator desires to reduce the amperage on a power cable feed, the Wireless Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the AT&T-13STATE power source. In either case, the Wireless Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Wireless Collocator shall submit an augment application in order to process this request.

19.4.2 If the Wireless Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or a AT&T-13STATE Power Plant. When the Wireless Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Wireless Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Wireless Collocator.

19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-13STATE BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Wireless Collocator must hire an AT&T-13STATE Approved Tier 1 Vendor to coordinate fuse changes at the AT&T-13STATE BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-13STATE Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the AT&T-13STATE shall coordinate the fuse changes at the AT&T-13STATE Power Plant.

19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-13STATE's BDFB or Power Plant, the AT&T-13STATE Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Wireless Collocator must perform the following activity:

(A) Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-13STATE rack level. Wireless Collocator must use a AT&T-13STATE Approved Tier 1 Installation/ Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.4.5 When the Wireless Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Wireless Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Wireless Collocator

chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Wireless Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

19.4.6 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Wireless Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in Section 19.8. The same augment intervals that are outlined in this Appendix for adding power will apply to power reduction requests.

19.5 Interconnection Termination Reduction

19.5.1 The Wireless Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Wireless Collocator shall submit an augment application in order to process this request. The Wireless Collocator must maintain at least one minimum interconnection arrangement increment authorized in Sections 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.

19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The AT&T-13STATE will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Wireless Collocator must perform the following activity:

(A) Remove terminations at both ends of the interconnection cable and cut cables up to AT&T-13STATE rack level. Wireless Collocator must use an AT&T-13STATE approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

(A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.

(B) Project Management Fee - Complete Space Discontinuance - Reflects the AT&T-13STATE's labor costs to project manage the complete discontinuance of the Wireless Collocator's space. The labor costs include the AT&T-13STATE engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.

(C) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

(D) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.

(E) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for

engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.

- (F) Remove DS1 Cable - Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (H) Remove Timing Cable -- Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (I) Remove Power Cable - Distribution from the AT&T-13STATE BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
- (J) Remove Power Cable - Distribution from the AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed & above) - Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (K) Remove Cage Grounding Material - Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (L) Remove Fiber Entrance Cable - Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
- (M) Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
- (N) Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

***Note 1** for Material: Cable scrap boxes are designed for cable cut into three (3) foot lengths. This box is capable of handling 1000 pounds of weight, supporting forklift forks or floor jack lifts, moisture resistant, puncture resistant, and designed to be loaded into railroad cars for shipping.*

19.7 Rate Element Descriptions for Space Reassignment

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.

- (B) Project Management Fee - Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Wireless Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Wireless Collocator." The charge reflects the AT&T-13STATE's labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
 - (C) Restencil DS0/DSL Block - The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
 - (D) Restencil DS1 Block - The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.
 - (E) Restencil DS3 Block - The charge to remove/change stenciling on DSX3 panel per DS3.
 - (F) Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
 - (G) Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
 - (H) Restencil Power - The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
 - (I) Restencil Timing - The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
 - (J) Timing Record Book Update - The charge to update timing records when changes/removals occur.
 - (K) Interconnection Records Update - The charge to update interconnection records when changes/removals occur.
 - (L) Power Records Update - The charge to update power records when changes/removals occur.
 - (M) Vendor Engineering - The labor costs for AT&T-13STATE Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.
- 19.8 Rate Element Descriptions for Power Reduction (cable removal)
- (A) Application Fee - The charge assessed by the AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
 - (B) Project Management Fee - Power Reduction (cable removal) - Reflects AT&T-13STATE's labor costs to manage the removal of the individual Wireless Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
 - (C) Remove Power Cable - Distribution from AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
 - (D) Remove Power Cable - Distribution from AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above) - Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.
- 19.9 Rate Element Descriptions for Power Reduction (re-fusing only)
- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
 - (B) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects AT&T-13STATE's labor costs to project manage the change of the power re-fusing change on the Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced

at AT&T-13STATE BDFB. This fee is applicable when the Wireless Collocator is coordinating the fuse reduction at AT&T-13STATE BDFB.

- (C) Project Management Fee - Power Re-Fusing Only at AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the AT&T-13STATE's labor costs to project manage the change of the individual Wireless Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at AT&T-13STATE Power Board. This fee is applicable when AT&T-13STATE is coordinating the fuse reduction at AT&T-13STATE Power Board.
- (D) Power Fuse Reductions on AT&T-13STATE BDFB (50 amp A feed and 50 amp B feed and below power arrangements) - The charge for AT&T-13STATE to tag cables and update Central Office power records associated with the fuse change on the AT&T-13STATE BDFB per one to four (1-4) fuses. This fee applies when the Wireless Collocator performs the fuse change at the BDFB.
- (E) Power Fuse Reductions on AT&T-13STATE Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for AT&T-13STATE to change the fuse at AT&T-13STATE power board, tag cables and update Central Office power records associated with fuse change on AT&T-13STATE Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- (A) Application Fee - The charge assessed by AT&T-13STATE to process the Wireless Collocator's application for Physical Collocation Arrangements.
- (B) Project Management Fee - Interconnection Termination Reduction - The charge reflects AT&T-13STATE's labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- (C) Remove VF/DS0 Cable - Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the AT&T-13STATE Main Distribution Frame to the Physical Collocation Arrangement.
- (D) Remove DS1 Cable - Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (E) Remove DS3 Cable (Coax) - Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (F) Remove Fiber Cables - Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- (G) Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

20. RATES AND CHARGES – AT&T 13STATE PRICING SCHEDULE (See the Collocation Rate Summary)

21. CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Wireless Collocator may elect to provision the collocation site or the Wireless Collocator may elect to hire AT&T-13STATE to provision the collocation site per previous Sections.

- 21.2 When the Wireless Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an AT&T-13STATE Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Wireless Collocator has the option to provide, install and terminate its interconnection cabling between the Wireless Collocator's Dedicated Space and AT&T-13STATE Main Distribution Frame or its equivalent by AT&T-13STATE Approved Tier 1 Vendor. This option is only available if Wireless Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Wireless Collocator may not elect to do some but not all the activities. Wireless Collocator must indicate on its Physical Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its power cable leads described in Section 21.6.2 below. If Wireless Collocator selects this option, AT&T-13STATE will install and stencil termination blocks or panels at AT&T-13STATE Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Wireless Collocator. Intervals and provisioning for this option are found Section 8.2. The Wireless Collocator's AT&T-13STATE Approved Tier 1 Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedure (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities;
- 21.4 The Wireless Collocator has the option to provide, install, and terminate its power cable leads between Wireless Collocator's Dedicated Space and AT&T-13STATE's Battery Distribution Fuse Bay (BDFB) by using an AT&T-13STATE Approved Tier 1 Installation Vendor. When AT&T-13STATE designated power termination point is at the Power Plant Primary Distribution, the Wireless Collocator's AT&T-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Wireless Collocator must contact AT&T-13STATE Project Manager five (5) business days prior to scheduling a request for the termination of the Wireless Collocator's power cable leads to AT&T-13STATE Power Plant Primary Distribution, which will be performed by AT&T-13STATE. This option is only available if the Wireless Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Wireless Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Wireless Collocator selects this option, the Wireless Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 21.3 above. Intervals and provisioning for this option are found in Section 21.3. The Wireless Collocator's AT&T-13STATE Approved Power Installation Vendor must obtain an approved Job Start Agreement (JSA) and/or Method of Procedures (MOP) from AT&T-13STATE and follow AT&T-13STATE's Technical Publication TP 76300 for installation of equipment and facilities.
- 21.5 Interval (Wireless Collocator Installs Interconnection and Power Cabling)
- 21.5.1 The intervals set forth in this Section apply only when Wireless Collocator installs interconnection and power cabling. AT&T-13STATE will notify Wireless Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Wireless Collocator's accurate and complete Physical Collocation Application. If AT&T-13STATE determines that Wireless Collocator's Physical Collocation Application is unacceptable, AT&T-13STATE shall advise Wireless Collocator of any deficiencies within this ten (10) calendar day period. AT&T-13STATE shall provide Wireless Collocator with sufficient detail so that Wireless Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Wireless Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.

21.5.2 The delivery interval relates to the period in which AT&T-13STATE shall construct and turnover to the Wireless Collocator's the requested Physical Collocation Space. The delivery interval begins on the date AT&T-13STATE receives an accurate and complete Physical Collocation Application from the Wireless Collocator. The Wireless Collocator must provide AT&T-13STATE, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as AT&T-13STATE has received such response and payment. If the Wireless Collocator has not provided AT&T-13STATE such response and payment by the twelfth (12) calendar day after the date AT&T-13STATE notified Wireless Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until AT&T-13STATE's receipt of the confirmatory response in writing from the Wireless Collocator with applicable fees.

21.5.3 The delivery interval for Caged or Cageless Physical Collocation is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 1 below including, without limitation, the number of all Physical Collocation Applications submitted by Wireless Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

21.5.3.1 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 1

Number of All Applications submitted by One Wireless Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 - 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11 – 20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

21.5.3.2 Should the Wireless Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by AT&T-13STATE will depend on which variables apply within each Eligible Structure Physical Collocation is requested.

21.5.3.3 If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead

iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty-five (85) calendar days.

21.5.4 The second fifty percent (50%) payment must be received by AT&T-13STATE prior to the space being turned over to the Wireless Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Wireless Collocator by AT&T-13STATE.

21.5.5 For the following Augments, the Wireless Collocator must submit a complete and accurate Physical Collocation Application, along with an up-front payment of the Planning Fee and fifty percent (50%) of all applicable non-recurring charges.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper shielded cable pair connections
- 12 fiber pair connections

21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space have been distinctly marked by AT&T-13STATE.

21.5.5.2 The delivery interval for the above Augments is determined by AT&T-13STATE taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Wireless Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.

21.5.5.3 The delivery interval assigned will be provided to the Wireless Collocator by AT&T-13STATE with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by AT&T-13STATE from the Wireless Collocator will be processed in the order received unless the Wireless Collocator provides a priority list, whichever is applicable.

Table 2

Number of All Applications submitted by One Wireless Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11- 20	35 calendar days	65 calendar days

21.5.5.4 Should the Wireless Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table 2 above. All applications received by AT&T-13STATE from a Wireless Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

For example, but not by way of limitation, if a Wireless Collocator submits twelve (12) Physical Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.

21.5.6 For all Augments other than provided above, AT&T-13STATE will work cooperatively with Wireless Collocator to negotiate a mutually agreeable delivery interval.

21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from AT&T-13STATE's receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

21.6 Rates Elements for AT&T-13STATE Central Offices

21.6.1 Caged Collocation

21.6.1.1 When Wireless Collocator constructs its own cage and related equipment, the Wireless Collocator will be subject to the AC Circuit Placement charge, which includes four inch (4") conduit and wiring from the electrical panel to cage as set forth in the Collocation Rate Summary. This is expressed as a non-recurring charge per square foot of floor space requested.

21.6.2 DC Power Arrangement Provisioning

21.6.2.1 When the Wireless Collocator selects the option to provide and install its power cable by a AT&T-13STATE Approved Tier 1 Installation Vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Wireless Collocator will not be permitted access to AT&T-13STATE Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution, but AT&T-13STATE Approved Power Installation Vendor will have access. Rates for extension of power cables to the Adjacent On-site structure will not apply when provided and installed by telecommunications carriers AT&T-13STATE Approved Vendor. This is expressed as a monthly rate as specified the Collocation Rate Summary.

21.6.3 Entrance Fiber Optic Cable Arrangement

21.6.3.1 The Wireless Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by AT&T-13STATE, and leaving sufficient length of the cable in the manhole for AT&T-13STATE to fully extend the Wireless Collocator-provided facilities through the cable vault to the Dedicated Space.

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

21.6.4.1 When the Wireless Collocator selects the option to provide and install its interconnection cabling by an AT&T-13STATE Approved Tier 1 Vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

21.6.5.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-1 Port, rack

occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

21.6.6.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

21.6.7.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

21.6.8.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.9 Fiber Interconnection Cable Arrangement

21.6.9.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Wireless Collocator will not be permitted access to the Main Distribution Frame, but AT&T-13STATE Approved Tier 1 Installation Vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in the Collocation Rate Summary.

21.6.10 Collocation to Collocation Connection

21.6.10.1 This rate element includes physical to physical, and physical to virtual connection options.

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

21.6.10.1.1.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.2 Copper Cable

21.6.10.1.2.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance

of the rack will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.3 Coax Cable

21.6.10.1.3.1 When the Wireless Collocator selects the option to provide and install the interconnection cabling by AT&T-13STATE Approved Tier 1 Installation Vendor, the charge for on-going maintenance will apply. This is expressed as a monthly rate as specified in the Collocation Rate Summary.

21.6.10.1.4 Cable Racking and Hole

21.6.10.1.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two (2) collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in the Collocation Rate Summary.

21.6.10.1.5 Route Design

21.6.10.1.5.1 This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in the Collocation Rate Summary.

SBC-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/NEW CINGULAR WIRELESS PCS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
2	WSP-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by WSP	S8FWB	\$0.29	\$117.32
5	Safety & Security	Per Sq. Ft. of space used by WSP	S8F4N	\$0.30	\$118.19
6	Floor Space Usage	Per Sq. Ft. of space used by WSP	S8F4L	\$22.10	\$0.00
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by WSP	S8F4A	\$0.36	\$244.96
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRFCJ	\$0.00	\$16.08
11	Planning	Per Request	NRFCF	\$0.00	\$8,083.33
12	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
13	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFCF	\$0.00	\$6,942.31
15	POWER PROVISIONING				
16	Power Panel:				
17	50 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
18	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
19	Power Cable and Infrastructure:				
20	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F31	\$19.13	\$618.90
21	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$19.13	\$618.90
22	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F32	\$19.13	\$618.90
23	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F33	\$19.13	\$618.90
24	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$618.90
25	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$618.90
26	Equipment Grounding:				
27	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8FCR	\$0.63	\$427.91
28	DC POWER AMPERAGE CHARGE				
29	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
30	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
31	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
32	FIBER CABLE PLACEMENT				
33	Central Office:				
34	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$43.66	\$2,643.58
35	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$6.16	\$0.00
36	MISCELLANEOUS & OPTIONAL COST:				
37	MISCELLANEOUS COSTS				
38	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$1.58	\$537.18
39	Bits Timing	Per two circuits	S8FQT	\$0.64	\$0.00
40	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
41	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64

SBC-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/NEW CINGULAR WIRELESS PCS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
42	CAGE COMMON COSTS				
43	AC Circuit Placement	Per Sq. Ft. (WSP provides cage)	NRL6O	\$0.37	\$246.64
44	INTERCONNECTION COSTS:				
45	ILEC TO WSP CONNECTION				
46	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F48	\$5.41	\$936.04
47	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWU	\$5.41	\$936.04
48	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F46	\$16.75	\$812.62
49	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	S8FQN	\$8.11	\$766.07
50	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8FQR	\$5.89	\$737.14
51	WSP TO WSP CONNECTION				
52	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$6.07	\$0.00
53	Cable Racking and Hole for DS1	Per Cable	S8GFE	\$9.86	\$0.00
54	Cable Racking and Hole for DS3	Per Cable	S8GFE	\$6.02	\$0.00
55	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFH	\$6.06	\$641.54
56	Connection for DS3	Per Circuit (WSP provides cable)	S8GFJ	\$4.10	\$641.54
57	Connection for Optical	Per Cable (WSP provides cable)	S8GFK	\$3.95	\$641.54
58	TIME SENSITIVE ACTIVITIES				
59	PRE-VISITS				
60	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
61	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
62	CO Manager - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
63	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
64	CONSTRUCTION VISITS				
65	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
66	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
67					
68	AT&T-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
69	REAL ESTATE				
70	Site Conditioning	Per Sq. Ft. of space used by WSP	S8GCE	\$0.29	\$117.32
71	Safety & Security	Per Sq. Ft. of space used by WSP	S8GCF	\$0.30	\$118.19
72	Floor Space Usage	Per Sq. Ft. of space used by WSP	S8GCD	\$22.10	\$0.00
73	COMMON SYSTEMS				
74	Common Systems - Cage	Per Sq. Ft. of space used by WSP	S8GCG	\$0.36	\$244.96
75	PLANNING				
76	Planning - Central Office	Per Sq. Ft. of space used by WSP	NRFCJ	\$0.00	\$16.08
77	Planning	Per Request	NRFCF	\$0.00	\$8,083.33
78	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
79	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
80	Planning - Subs. Inter./Power Cabling	Per Request	NRFCH	\$0.00	\$6,942.31

SBC-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/NEW CINGULAR WIRELESS PCS, LLC
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
81	POWER PROVISIONING				
82	Power Panel:				
83	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,451.56
84	Power Cable and Infrastructure:				
85	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3A	\$22.56	\$2,935.58
86	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$22.56	\$2,935.58
87	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3B	\$22.56	\$2,935.58
88	2.40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3C	\$26.09	\$5,313.34
89	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$26.09	\$5,313.34
90	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$54.16	\$24,245.49
91	Equipment Grounding:				
92	Ground Cable Placement	Per Sq. Ft. of space used by WSP	S8GDA	\$0.63	\$427.91
93	DC POWER AMPERAGE CHARGE				
94	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
95	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
96	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
97	FIBER CABLE PLACEMENT				
98	Central Office:				
99	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,543.48
100	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
101	MISCELLANEOUS & OPTIONAL COST:				
102	MISCELLANEOUS COSTS				
103	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
104	Bits Timing	Per two circuits	S8GEJ	\$0.64	\$0.00
105	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
106	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
107	CAGE COMMON COSTS				
108	Cage Preparation	Per Sq. Ft. of space used by WSP	S8GCH	\$0.37	\$246.64
109	INTERCONNECTION COSTS:				
110	ILEC TO WSP CONNECTION				
111	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$7.67	\$2,731.94
112	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$7.67	\$2,731.94
113	DS1 Arrangement - DSX	28 DS1	S8GDP	\$18.48	\$2,311.36
114	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$9.03	\$1,752.15
115	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$7.10	\$3,940.16
116	WSP TO WSP CONNECTION				
117	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$6.07	\$0.00
118	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$9.86	\$0.00
119	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$6.02	\$0.00
120	Connection for DS1	Per 28 Circuits	S8GFC	\$9.86	\$1,974.55

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
121	Connection for DS3	Per Circuit	S8GFD	\$6.02	\$2,126.64
122	Connection for Optical (Fiber)	Per Cable	S8GFB	\$6.07	\$1,506.06
123	TIME SENSITIVE ACTIVITIES				
124	PRE-VISITS				
125	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
126	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
127	CO Manager - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
128	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
129	CONSTRUCTION VISITS				
130	Project Manager - 1st Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
131	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour			
132					
	WSP-PROVISIONED FACILITIES & EQUIPMENT:				
133	CAGELESS				
134	REAL ESTATE				
135	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC	\$0.29	\$117.32
136	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG	\$0.30	\$118.19
137	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$22.10	\$0.00
138	COMMON SYSTEMS				
139	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$1.02	\$687.14
140	PLANNING				
141	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
142	Planning	Per Request	NRFCF	\$0.00	\$8,083.33
143	Planning - Subsequent Inter. Cabling	Per Request	NRFCG	\$0.00	\$4,945.13
144	Planning - Subsequent Power Cabling	Per Request	NRFCF	\$0.00	\$6,798.44
145	Planning - Subs. Inter./Power Cabling	Per Request	NRFCF	\$0.00	\$6,942.31
146	POWER PROVISIONING				
147	Power Panel:				
148	50 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
149	200 Amp	Per Power Panel (WSP Provided)	NONE	\$0.00	\$0.00
150	Power Cable and Infrastructure:				
151	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (WSP Provided)	C1F34	\$19.13	\$618.90
152	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (WSP Provided)	S8GF1	\$19.13	\$618.90
153	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (WSP Provided)	C1F35	\$19.13	\$618.90
154	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (WSP Provided)	C1F36	\$19.13	\$618.90
155	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (WSP Provided)	S8GF2	\$19.13	\$618.90
156	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP Provided)	S8GF3	\$19.13	\$618.90
157	Equipment Grounding:				
158	Ground Cable Placement	Per Frame	S8GDB	\$0.63	\$427.42

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
159	DC POWER AMPERAGE CHARGE				
160	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
161	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
162	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
163	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
164	FIBER CABLE PLACEMENT				
165	Central Office:				
166	Fiber Cable	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8FQ9	\$43.66	\$2,643.58
167	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$6.16	\$0.00
168	CEV, HUT & Cabinets:				
169	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
170	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
171	MISCELLANEOUS & OPTIONAL COST:				
172	MISCELLANEOUS COSTS				
173	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$1.58	\$537.18
174	Bits Timing	Per two circuits	S8FQT	\$0.64	\$0.00
175	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
176	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
177	CAGELESS / POT BAY OPTIONS				
178	Standard Equipment Bay	Each (WSP Provided)	TBD	ICB	ICB
179	Non-Standard Cabinet Bay	Each (WSP Provided)	TBD	ICB	ICB
180	VF/DS0 Termination Panel	Each (WSP Provided)	TBD	ICB	ICB
181	VF/DS0 Termination Module	Each (WSP Provided)	TBD	ICB	ICB
182	DDP-1 Panel	Each (WSP Provided)	TBD	ICB	ICB
183	DDP-1 Jack Access Card	Each (WSP Provided)	TBD	ICB	ICB
184	DS3/STS-1 Interconnect Panel	Each (WSP Provided)	TBD	ICB	ICB
185	DS3 Interconnect Module	Each (WSP Provided)	TBD	ICB	ICB
186	Fiber Optic Splitter Panel	Each (WSP Provided)	TBD	ICB	ICB
187	Fiber Termination Dual Module	Each (WSP Provided)	TBD	ICB	ICB
188	CEV, HUT, CABINET				
189	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
190	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
191	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
192	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
193	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
194	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
195	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
196	INTERCONNECTION COSTS:				
197	ILEC TO WSP CONNECTION				
198	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3E	\$5.41	\$936.04

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
199	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8FWV	\$5.41	\$936.04
200	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2P	\$13.44	\$812.62
201	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	S8F25	\$8.11	\$766.07
202	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F49	\$5.89	\$737.14
203	WSP TO WSP CONNECTION				
204	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$6.07	\$0.00
205	Cable Racking and Hole for DS1	Per Cable	S8GFE	\$9.86	\$0.00
206	Cable Racking and Hole for DS3	Per Cable	S8GFE	\$6.02	\$0.00
207	Connection for DS1	Per 28 Circuits (WSP provides cable)	S8GFL	\$6.06	\$641.54
208	Connection for DS3	Per Circuit (WSP provides cable)	S8GFM	\$4.10	\$641.54
209	Connection for Optical	Per Cable (WSP provides cable)	S8GFN	\$3.95	\$641.54
210	PROJECT MANAGEMENT				
211	CEV, HUT & CABINET				
212	Project Coordination	Per WSP Application	TBD	ICB	ICB
213	TIME SENSITIVE ACTIVITIES				
214	PRE-VISITS				
215	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
216	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
217	CO Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
218	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
219	CONSTRUCTION VISITS				
220	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
221	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
222					
	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
223	CAGELESS				
224	REAL ESTATE				
225	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL	\$0.29	\$117.32
226	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN	\$0.30	\$118.19
227	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$22.10	\$0.00
228	COMMON SYSTEMS				
229	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$1.02	\$687.14
230	PLANNING				
231	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	NRFCJ	\$0.00	\$16.08
232	Planning	Per Request	NRFCV	\$0.00	\$8,083.33
233	Planning - Subsequent Inter. Cabling	Per Request	NRFCF	\$0.00	\$4,945.13
234	Planning - Subsequent Power Cabling	Per Request	NRFCG	\$0.00	\$6,798.44
235	Planning - Subs. Inter./Power Cabling	Per Request	NRFCV	\$0.00	\$6,942.31

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
236	POWER PROVISIONING				
237	Power Panel:				
238	200 Amp	Per Power Panel	S8GC9	\$0.00	\$1,451.56
239	Power Cable and Infrastructure:				
240	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	C1F3D	\$22.56	\$2,935.58
241	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$22.56	\$2,935.58
242	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	C1F3E	\$22.56	\$2,935.58
243	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	C1F3F	\$26.09	\$5,313.34
244	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$26.09	\$5,313.34
245	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$53.95	\$24,245.49
246	Equipment Grounding:				
247	Ground Cable Placement	Per Frame	S8GDB	\$0.63	\$427.42
248	DC POWER AMPERAGE CHARGE				
249	HVAC	Per 10 Amps	S8GCS	\$13.50	\$0.00
250	Per Amp	Per Amp 100 AMPS and below	S8GCT	\$13.36	\$0.00
251	Per Amp	Per Amp 200 AMPS and ABV	TBD	\$11.23	\$0.00
252	CEV, HUT & Cabinets	Per 2 inch mounting space	TBD	ICB	ICB
253	FIBER CABLE PLACEMENT				
254	Central Office:				
255	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$43.66	\$2,643.58
256	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$6.16	\$0.00
257	CEV, HUT & Cabinets:				
258	Fiber Cable Placement	Per Fiber Cable Sheath	TBD	ICB	ICB
259	Entrance Conduit	Per Fiber Cable Sheath	TBD	ICB	ICB
260	MISCELLANEOUS & OPTIONAL COST:				
261	MISCELLANEOUS COSTS				
262	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$1.58	\$537.18
263	Bits Timing	Per two circuits	S8GEJ	\$0.64	\$0.00
264	Space Availability Report	Per Premise	NRFCQ	\$0.00	\$287.74
265	Security Access / ID Cards	Per Card	NRFCM	\$0.00	\$14.64
266	CAGELESS / POT BAY OPTIONS				
267	Standard Equipment Bay	Each	NRFCO	\$0.00	\$1,515.64
268	Non-Standard Cabinet Bay	Each	NRFCP	\$0.00	\$1,661.98
269	VF/DS0 Termination Panel/Module	Each	TBD	ICB	ICB
270	DDP-1 Panel/Jack Access Card	Each	TBD	ICB	ICB
271	DS3/STS-1 Interconnect Panel	Each	TBD	ICB	ICB
272	DS3 Interconnect Module	Each	TBD	ICB	ICB
273	Fiber Optic Splitter Panel	Each	TBD	ICB	ICB
274	Fiber Termination Dual Module	Each	TBD	ICB	ICB

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
275	CEV, HUT, CABINET				
276	24 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
277	16 Foot CEV	2 Inch Mounting Space	TBD	ICB	ICB
278	Maxi-Hut	2 Inch Mounting Space	TBD	ICB	ICB
279	Mini-Hut	2 Inch Mounting Space	TBD	ICB	ICB
280	Large Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
281	Medium Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
282	Small Cabinet	2 Inch Mounting Space	TBD	ICB	ICB
283	INTERCONNECTION COSTS:				
284	ILEC TO WSP CONNECTION				
285	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$7.67	\$2,731.94
286	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$7.67	\$2,731.94
287	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$15.18	\$2,311.36
288	DS3 Arrangement - DSX	1 DS3	S8GD1	\$9.03	\$1,752.15
289	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$7.10	\$3,940.16
290	WSP TO WSP CONNECTION				
291	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$6.07	\$0.00
292	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$9.86	\$0.00
293	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$6.02	\$0.00
294	Connection for DS1	Per 28 Circuits	S8GFC	\$9.86	\$1,974.55
295	Connection for DS3	Per Circuit	S8GFD	\$6.02	\$2,126.64
296	Connection for Optical (Fiber)	Per Cable	S8GFB	\$6.07	\$1,506.06
297	PROJECT MANAGEMENT				
298	CEV, HUT & CABINET				
299	Project Coordination	Per WSP Application	TBD	ICB	ICB
300	TIME SENSITIVE ACTIVITIES				
301	PRE-VISITS				
302	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR	\$0.00	\$23.98
303	Comm. Tech - Craft	Per 1/4 Hour	NRFCS	\$0.00	\$23.98
304	CO Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
305	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU	\$0.00	\$23.98
306	CONSTRUCTION VISITS				
307	Project Manager - 1st Level	Per 1/4 Hour	NRFCV	\$0.00	\$23.98
308	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ	\$0.00	\$23.98
309					
310	WSP-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
311	PLANNING				
312	Planning	Per Request	NRFA1	\$0.00	\$9,243.72
313	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,614.37

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
314	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.95
315	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,893.11
316	REAL ESTATE				
317	Land Rental	Per Square Foot	S8GEN	\$0.20	\$0.00
318	POWER PROVISIONING				
319	Power Cable and Infrastructure:				
320	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
321	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
322	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
323	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (WSP provides cable)	TBD	\$0.02	\$0.00
324	AC Service:				
325	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
326	Power Supply AC per DC Amps Ordered		TBD	\$3.23	\$0.00
327	DC POWER AMPERAGE CHARGE				
328	Per Amp	Per Amp	TBD	\$10.12	\$0.00
329	FIBER CABLE PLACEMENT				
330	Fiber Installation	Per Fiber Cable Sheath (WSP Vendor Pulls Cable)	S8GF4	\$53.26	\$2,643.58
331	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$7.51	\$0.00
332	CABLE RACK				
333	DC Power Cable Rack	Per Rack	TBD	\$0.02	\$0.00
334	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
335	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
336	CONDUIT PLACEMENT				
337	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
338	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
339	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
340	INTERCONNECTION COSTS:				
341	I L E C T O W S P C O N N E C T I O N				
342	Voice Grade Arrangement	100 Copper Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
343	Voice Grade Arrangement	100 Shielded Pairs (WSP provides cable)	S8F3G	\$7.16	\$1,640.54
344	DS1 Arrangement - DSX	28 DS1 (WSP provides cable)	S8F2R	\$14.09	\$2,134.55
345	DS3 Arrangement - DSX	1 DS3 (WSP provides cable)	TBD	ICB	ICB
346	Fiber Arrangement	12 Fiber Pairs (WSP provides cable)	S8F3N	\$5.53	\$663.22
347					
	AT&T-PROVISIONED FACILITIES & EQUIPMENT:				
348	ADJACENT ON-SITE				
349	PLANNING				
350	Planning	Per Request	NRFA1	\$0.00	\$9,243.72
351	Planning - Subsequent Inter. Cabling	Per Request	NRFA2	\$0.00	\$6,614.37
352	Planning - Subsequent Power Cabling	Per Request	TBD	\$0.00	\$7,622.95

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
353	Planning - Subs. Inter./Power Cabling	Per Request	TBD	\$0.00	\$8,893.11
354	REAL ESTATE				
355	Land Rental	Per Square Foot	TBD	\$0.17	\$0.00
356	POWER PROVISIONING				
357	Power Cable and Infrastructure:				
358	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$31.86	\$23,552.51
359	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$121.67	\$85,590.47
360	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$269.92	\$182,688.53
361	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$476.56	\$327,877.21
362	AC Service:				
363	Extension of 100 Amp AC Service (Opt.)	Per Request	TBD	ICB	ICB
364	Power Supply AC per DC Amps Ordered		TBD	\$2.65	\$0.00
365	DC POWER AMPERAGE CHARGE				
366	Per Amp	Per Amp-100 AMP and below	TBD	ICB	ICB
367	Per Amp	Per Amp-200 AMP and above	S8GCR	\$13.50	\$0.00
368	FIBER CABLE PLACEMENT				
369	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$43.66	\$2,643.58
370	Entrance Fiber Racking	Per Rack/Conduit Duct	TBD	\$6.16	\$0.00
371	CABLE RACK				
372	DC Power Cable Rack	Per Rack	TBD	ICB	ICB
373	Fiber Cable Rack	Per Rack	TBD	ICB	ICB
374	Interconnection Arrangement (Copper) Racking	Per Rack	TBD	ICB	ICB
375	CONDUIT PLACEMENT				
376	DC Power Cable Rack	Per 2-Duct	TBD	ICB	ICB
377	Fiber Cable Rack	Per 1-Duct	TBD	ICB	ICB
378	Interconnection Arrangement (Copper) Racking	Per 2-Duct	TBD	ICB	ICB
379	INTERCONNECTION COSTS:				
380	ILEC TO WSP CONNECTION				
381	Voice Grade Arrangement	100 Copper Pairs	S8GEC	\$9.24	\$2,793.95
382	Voice Grade Arrangement	100 Shielded Pairs	TBD	\$9.24	\$2,793.95
383	DS1 Arrangement - DSX	28 DS1	S8GDT	\$67.24	\$7,594.35
384	DS3 Arrangement - DSX	1 DS3	TBD	ICB	ICB
385	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEH	\$28.30	\$1,427.84
386					
	WSP-PROVISIONED FACILITIES & EQUIPMENT:				
387	ADJACENT OFF-SITE				
388	PLANNING				
389	Planning	Per Request	TBD	ICB	ICB
390	CONDUIT				
391	Conduit Space	Per Innerduct	TBD	ICB	ICB

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1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
392	INTERCONNECTION COSTS:				
393	ILEC TO WSP CONNECTION				
394	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
395	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
396	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
397	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (WSP Vendor Pulls and Installs Cable)	TBD	ICB	ICB
398					
399	AT&T-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT OFF-SITE				
400	PLANNING				
401	Planning	Per Request	TBD	ICB	ICB
402	CONDUIT				
403	Conduit Space	Per Innerduct	TBD	ICB	ICB
404	INTERCONNECTION COSTS:				
405	ILEC TO WSP CONNECTION				
406	Voice Grade/DS0 Arrangement	900 DS0	TBD	ICB	ICB
407	DS1 Arrangement - DSX	28 DS1	TBD	ICB	ICB
408	DS1 Arrangement - MDF	450 DS1	TBD	ICB	ICB
409	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	TBD	ICB	ICB
410					
411	RATES AND CHARGES FOR				
412	COMPLETE SPACE DISCONTINUANCE				
413	Application Fee	Per Request	TBD	ICB	ICB
414	Project Management Fee – Complete Space Discontinuance	Per Request	TBD	ICB	ICB
415	Remove Fiber Jumpers	Per linear foot	TBD	ICB	ICB
416	Remove Fiber Cables	Per linear foot	TBD	ICB	ICB
417	Remove VF/DS0 Cable	Per linear foot	TBD	ICB	ICB
418	Remove DS1 Cable	Per linear foot	TBD	ICB	ICB
419	Remove DS3 Cable (Coax)	Per linear foot	TBD	ICB	ICB
420	Remove Timing Cable	Per Request	TBD	ICB	ICB
421	Remove Power Cable-50AMP feed & below	Per linear foot	TBD	ICB	ICB
422	Remove Power Cable-100AMP feed & above	Per linear foot	TBD	ICB	ICB
423	Remove Cage Grounding Material	Each grounding lead & ground bar	TBD	ICB	ICB
424	Remove Fiber Entrance Cable	Per cable removal job	TBD	ICB	ICB
425	Infrastructure Maps & Records	Per cable removal job	TBD	ICB	ICB
426	Engineering Work Order	Per cable removal job	TBD	ICB	ICB

SBC-13STATE
COLLOCATION RATE SUMMARY
 February 28, 2005

13-STATE/NEW CINGULAR WIRELESS PCS, LLC
 EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non-Recurring Rate (Initial)
427	Work Group Information Distribution	Per cable removal job	TBD	ICB	ICB
428	Restore Floor Tile – per Standard Bay	Per Standard Bay	TBD	ICB	ICB
429	Floor Restoration Contractor Trip Charge	Per trip	TBD	ICB	ICB
430	Restore Floor Tile	Per Non-Standard Bay	TBD	ICB	ICB
431					
432	RATES AND CHARGES FOR				
433	SPACE REASSIGNMENT/RESTENCILING				
434	Application Fee	Per Request	TBD	ICB	ICB
435	Project Management Fee – Space Reassignment	Per Request	TBD	ICB	ICB
436	Restencil DS0/DSL Block	Per 100 pair block	TBD	ICB	ICB
437	Restencil DS1 Block	Per 28 DS1s	TBD	ICB	ICB
438	Restencil DS3 Coax Cable	Per cable	TBD	ICB	ICB
439	Restencil Fiber Cable Block	Per 12 pair cable	TBD	ICB	ICB
440	Restencil Fiber Jumper Block	Per 4 jumpers	TBD	ICB	ICB
441	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB
442	Restencil Timing Source and tag cable	Per cable	TBD	ICB	ICB
443	Timing Record Book Update	Per element	TBD	ICB	ICB
444	Interconnection Records Update	Per element	TBD	ICB	ICB
445	Power Records Update	Per element	TBD	ICB	ICB
446					
447	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
448					
449	RATES AND CHARGES FOR				
450	POWER REDUCTION (CABLE REMOVAL)				
451	Application Fee	Per Request	TBD	ICB	ICB
452	Project Management Fee – Power Reduction(cable removal)	Per Request	TBD	ICB	ICB
453	Remove Power Cable-50AMP feed & below	Per linear foot	TBD	ICB	ICB
454	Remove Power Cable-100AMP feed & above	Per linear foot	TBD	ICB	ICB
455					
456	RATES AND CHARGES FOR				
457	POWER REDUCTION (REFUSING ONLY)				
458	Application Fee	Per Request	TBD	ICB	ICB
459	Project Management Fee – Power Refusing Only	50AMP A&B feeds & below	TBD	ICB	ICB
460	Project Management Fee – Power Refusing Only	100AMP A&B feeds & above	TBD	ICB	ICB
461	Power Fuse Reductions on Company BDFB	50AMP A&B feeds & below	TBD	ICB	ICB
462	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB
463	Power Records Update	Per element	TBD	ICB	ICB
464	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
465	Power Fuse Reductions on Power Board	100AMP A&B feeds & above	TBD	ICB	ICB
466	Restencil Power and tag cables	Per 1-4 feeds	TBD	ICB	ICB

SBC-13STATE
COLLOCATION RATE SUMMARY
 February 28, 2005

13-STATE/NEW CINGULAR WIRELESS PCS, LLC
 EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Michigan Current Monthly Recurring Rate	Michigan Current Non- Recurring Rate (Initial)
467	Power Records Update	Per element	TBD	ICB	ICB
468	Vendor Engineering	Per Space Reassignment job	TBD	ICB	ICB
469					
470	RATES AND CHARGES FOR				
471	INTERCONNECTION TERMINATION REDUCTION				
472	Application Fee	Per Request	TBD	ICB	ICB
473	Project Management Fee – Interconnection Cable Reduction	Per Request	TBD	ICB	ICB
474	Remove VF/DS0 Cable	Per linear foot	TBD	ICB	ICB
475	Remove DS1 Cable	Per linear foot	TBD	ICB	ICB
476	Remove DS3 Cable (Coax)	Per linear foot	TBD	ICB	ICB
477	Remove Fiber Cables	Per linear foot	TBD	ICB	ICB
478	Remove Fiber Jumpers	Per linear foot	TBD	ICB	ICB
479					
480					