

**AMENDMENT TO THE
INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS
AND
XO COMMUNICATIONS SERVICES, INC.**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. ("CLEC"), and Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T Illinois"), hereinafter referred to collectively as (the "Parties"), hereby agree to amend that certain Interconnection Agreement under Section 251 and 252 of the Telecommunications Act of 1996 between the Parties dated October 30, 2001 ("Agreement").

WHEREAS, AT&T Illinois and CLEC entered into the Agreement on October 30, 2001 and;

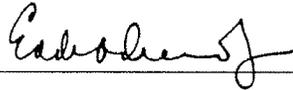
NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- (1) This Amendment adds the Appendix Microwave Entrance Facility Collocation.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (4) 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.
- (5) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

XO Communications Services, Inc.

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

By: 

By: 

Printed: Heather B. Gold
SVP-External Affairs

Printed: Eddie A. Reed, Jr.

Title: _____
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/14/08

Date: 5-23-08

ILLINOIS	Resale OCN 2796	UNE OCN 7056	Switch Based OCN 7056
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APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

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APPENDIX MICROWAVE ENTRANCE FACILITY COLLOCATION

1. INTRODUCTION

This Appendix sets forth the terms and conditions applicable to AT&T-13STATE and CLEC for Microwave Entrance Facility collocation service (also referred to herein as "Microwave Entrance Facilities"). All requirements in the General Terms and Conditions and Appendix Collocation of this Interconnection Agreement also apply to Microwave Entrance Facility Collocation.

- 1.1 CLEC's Microwave Entrance Facilities. A description of CLEC's Microwave Entrance Facilities including all necessary specifications for the placement and operation of such Microwave Entrance Facilities, which may include radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennae, supporting structures and other appurtenant and necessary equipment to be placed on the Premises is agreed to by the parties as described in Section 5 of the Microwave Appendix. Entrance facilities are dedicated transmission facilities that connect ILEC and CLEC locations. Specifically, these locations must be either wire centers or switches.
- 1.2 As used herein, AT&T-13STATE ("AT&T-13STATE") means the applicable ILEC(s) from the following list: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, CLEC means a telecommunications carrier requesting collocation pursuant to section 251(c)(6) of the Telecommunications Act of 1996.
- 1.4 The prices at which AT&T-13STATE agrees to provide CLEC with Microwave Entrance Facility will be ICB or NSCR for Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin until such time as costs and permanent cost-based rates may be determined by AT&T-13STATE.

2. DESCRIPTION

- 2.1 AT&T will permit physical collocation of microwave transmission facilities, except where not practical for technical reasons or because of space limitations, in which case virtual collocation of such facilities is required where technically feasible. Use of such Microwave Entrance Facility equipment is only available for the purpose of accessing AT&T-13STATE's UNEs or interconnecting to AT&T-13STATE's network, pursuant to Sec. 251 of the Telecommunication Act of 1996, through use of the CLEC's physical collocation arrangement in AT&T-13STATE's central office. AT&T-13STATE will permit the collocation and use of microwave equipment necessary for interconnection or access to UNEs.

3. APPLICATION PROCESS

- 3.1 All requests for Microwave Entrance Facilities will be treated as an initial or new request. CLEC must submit an Initial Application along with the Initial Application fees, line of site survey and roof inspection when requesting the placement of Microwave Entrance Facilities equipment at an AT&T-13STATE premises. CLEC shall submit an initial physical collocation application requesting to use Microwave Entrance Facilities for each AT&T-13STATE premises that CLEC seeks to use Microwave Entrance Facilities in conjunction with its physical collocation arrangement located in the same AT&T-13STATE premises.
- 3.2 If AT&T-13STATE concludes that Microwave Entrance Facilities are not technically feasible for a rooftop or other suitable exterior space at an AT&T-13STATE premises requested by CLEC, AT&T-13STATE will provide CLEC with a written explanation of such technical infeasibility according to the Application response

interval, or in accordance with an agreed upon interval negotiated by the Parties. AT&T-13STATE's explanation of technical infeasibility may include, without limitation, AT&T-13STATE's known business plans to construct an addition or modification to or on the building, which would impact the line of sight required for Microwave Entrance Facilities.

4. METHOD OF PROVISIONING

- 4.1 Except where not practical for technical reasons or because of space limitations at AT&T-13STATE's discretion, the following method for providing space for CLEC's microwave transmission entrance facilities will be made available to the CLEC. CLEC now, or in the future may utilize other FCC licensed frequency bands it is authorized to use to provide the same services as herein described. CLEC can elect to have AT&T-13STATE perform all of the work for the design and construction for any and all physical infrastructure inside the AT&T-13STATE premises at the CLEC's cost and including any racking, conduit and cabling necessary to connect the CLEC's inside equipment to the CLEC's outside equipment at the antenna support structure. Where a list of AT&T-13STATE's Tier 1 approved suppliers (Supplier) is available, CLEC may select the Supplier(s) to provide the necessary work for the Microwave Collocation arrangement. AT&T shall consider certifying any supplier proposed by CLEC if AT&T-13STATE determines in its sole discretion that it does not already have all the Tier 1 approved suppliers that are needed. If CLEC elects to contract the work directly with the AT&T-13STATE's Supplier for the Microwave Collocation arrangement, CLEC will also pay AT&T-13STATE to monitor and/or supervise such work. As CLEC is using an AT&T-13STATE Tier 1 approved vendor, such monitoring and/or supervising will be the minimal required to ensure that all work contracted by CLEC will comply with AT&T-13STATE's nondiscriminatory practices and procedures.
- 4.2 Pre-Construction Site Visit to Determine Line of Sight: CLEC will submit a Pre-Construction Site Visit Request Form and pay the associated fees that are outlined in the Pre-Construction Site Visit Request Form and Non Disclosure Agreement that goes along with the Pre-Construction Site Visit Request Form. These documents are located on the CLEC OnLine website. The purpose of this Pre-Construction Site Visit is for CLEC to determine Line of Sight prior to the submission of an application for the AT&T-13STATE premises for which CLEC intends to request Microwave Entrance Facility collocation service. The Pre Construction Site Visit Request Form will set forth the name(s) of the AT&T-13STATE premises that CLEC wishes to visit for the purpose of determining the potential for placing Microwave Entrance Facilities at this location. The Pre-Construction Site Visit will take place within ten (10) business days of AT&T-13STATE's receipt of CLEC's Pre-Construction Site Visit Request Form to determine line of sight document or as soon thereafter as agreed to by the Parties. The Pre-Construction Site Visit will consist of CLEC's representative(s) and appropriate mutually agreed AT&T-13STATE personnel visiting an AT&T-13STATE premises for the purpose of CLEC determining whether an unobstructed line of sight is technically feasible from the rooftop or other suitable exterior space of the AT&T-13STATE premises. Such Pre-Construction Site Visit(s) will not obligate CLEC to request, or AT&T-13STATE to provide, Microwave Entrance Facilities at a particular AT&T-13STATE premises. When CLEC submits an application for physical collocation, which includes a request for Microwave Entrance Facilities, AT&T-13STATE will determine the feasibility and technical practicality of installing microwave equipment for the particular AT&T-13STATE premises requested based on the information provided by CLEC in the application submitted to AT&T-13STATE. If any travel expenses are incurred, the CLEC will be charged for the time AT&T employees spend traveling and will be based on fifteen minute increments. CLEC will be charged for the reasonable costs incurred by AT&T-13STATE for travel, if required, to each Pre-Construction Site Visit requested by CLEC according to the terms and conditions on the Pre-Construction Site Visit Request Form. CLEC will be responsible for providing the bi-directional un-obstructive line of sight or any other industry standard method to determine the line of site.
- 4.2.1 Pre-Construction Permitting Review Charge: The Pre-Construction Permitting Review Charge shall equal the sum of the hourly charges for AT&T-13STATE's personnel and/or the AT&T-13STATE's Supplier(s) employed by AT&T-13STATE, whose time is spent reasonably reviewing any permitting materials that will be used by CLEC to obtain any necessary permits for the placement of the requested Microwave Entrance Facilities. AT&T-13STATE shall have final approval authority on all

proposed conditions or those additional conditions imposed by relevant federal, state, or local jurisdictional authorities. AT&T-13STATE shall have the right to be represented at all hearings in connection with any governmental approvals sought by CLEC in regard to the placement of Microwave Entrance Facilities at AT&T-13STATE premises. The fee for AT&T-13STATE or AT&T-13STATE's Suppliers to reasonably review the permitting materials that will be used by CLEC to obtain the necessary permits for the placement of Microwave Entrance Facilities which includes without limitation all associated travel costs incurred by AT&T-13STATE, shall be assessed as an ICB charge that will be billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities.

- 4.3 Structural Analysis. After CLEC has completed its Pre-Construction Site Visit to requested AT&T-13STATE premises to determine line of sight, but prior to the submission of an application for physical collocation with Microwave Entrance Facilities, CLEC must, at its sole expense, provide a structural analysis to AT&T-13STATE. If CLEC, or CLEC's AT&T-13STATE Tier 1 approved supplier, has determined that a Pre-Construction Site Visit is necessary to perform the structural analysis, CLEC will submit a Pre-Construction Site Visit Request Form to AT&T-13STATE prior to the submission of an application for physical collocation within the AT&T-13STATE premises, indicating the name(s) of the AT&T-13STATE premises that CLEC requests it be permitted to visit for the purpose of performing a structural analysis for the potential placement of Microwave Entrance Facilities. This Pre-Construction Site Visit will be scheduled and conducted in accordance with the same procedures that are contained above in Section 4.2, when CLEC requests a Pre-Construction Site Visit to determine line of sight.

If CLEC's AT&T-13STATE Tier 1 approved supplier is able to perform the structural analysis without visiting the requested AT&T-13STATE premises, no fee for the Pre-Construction Site Visit Request to perform structural analysis will be assessed to CLEC by AT&T-13STATE.

A copy of the structural analysis must be submitted with the application for physical collocation when Microwave Entrance Facilities are requested, before AT&T-13STATE will process the collocation application for Microwave Entrance Facilities.

- 4.4 Roof Inspection. AT&T-13STATE may require a roof inspection at any AT&T-13STATE Premises where CLEC requests Microwave Entrance Facilities in conjunction with a physical collocation arrangement within the same AT&T-13STATE premises. A roof inspection is inclusive of all aspects of the roof environment, including but not limited to the roof itself, walls, parapets, appurtenances, drainage, conduits, grounds, platforms, and other mechanical devices located thereon and will be conducted at the same time as the initial preconstruction site visit. CLEC will bear the cost of the inspection, including any travel costs incurred by AT&T-13STATE, as specified in Section 4.2 above. AT&T-13STATE will use an AT&T-13STATE approved supplier to perform this inspection. At AT&T-13STATE's discretion, AT&T-13STATE's personnel may accompany the AT&T-13STATE approved supplier. AT&T will limit the AT&T employees accompanying the AT&T-13STATE approved supplier to AT&T employees from the local area, unless otherwise mutually agreed upon in advance. The fees associated with the Pre-Construction Site Visit for the roof inspection, must be received by AT&T-13STATE prior to the time CLEC submits its Collocation Application for Microwave Entrance Facilities. Such roof inspection shall not obligate AT&T-13STATE to allow Microwave Entrance Facilities at a particular AT&T-13STATE's premises.

- 4.5 In addition, in each instance where a microwave entrance facility is requested by the CLEC, a separate, Joint Implementation Agreement (JIA) specifying requirements for each request will be completed and executed by the CLEC and AT&T-13STATE within thirty (30) days of receiving an application for Microwave Entrance Facilities. Such JIA will be completed using AT&T's template and will provide for specifics relating to, but not limited to, the responsibilities of AT&T-13STATE and the CLEC for the specific microwave entrance facility request and the engineering and construction requirements specific to the placement of the selected microwave equipment and the cabling between such equipment and CLEC's existing collocation equipment in the Central Office, as well as any specific requirements needed by either Party as result of the CLEC's election for a certain type and/or manufacturer of microwave equipment and the method selected as discussed below. Parties will mutually agree on the JIA before execution. If Parties cannot agree to the requirements specified in the JIA within ninety (90) days, disputes will be handled

according to the dispute Resolution language in the underlying Interconnection Agreement (“Agreement”). The Microwave equipment selected by the CLEC, must be compliant with Section 5. CLEC must provide to AT&T-13STATE a copy of a Structural Analysis Report on an existing or proposed new antenna support structure (tower) which will be used to support CLEC’s antenna(e) and waveguide attachments. The CLEC must provide to AT&T-13STATE for review and approval prior to installation of RF emission devices (antennas) documentation, including a copy of the RF Compliance study, that general population exposure limits met the RF Exposure Guidelines specified in OET Bulletin 65 for the location(s) of their proposed antenna installation.

The CLEC is responsible for compliance with all FCC and FAA rules applicable to the registration and maintenance of their antenna structures constructed on the ground or on the roof of an AT&T-13STATE building. The CLEC must file for an FAA determination, if required, and is responsible for registering the structure with the FCC if required. A valid FCC Tower Registration must be provided to AT&T-13STATE prior to the commencement of any antenna structure construction. The CLEC is responsible for any lighting and painting of the structure specified by the FCC and must comply with all applicable rules and regulations. The tower must be inspected and maintained in good condition by the CLEC. The CLEC is responsible for removing the antenna structure at the end of their contract and must file for a cancellation of the FCC Tower Registration.

4.6 The CLEC is responsible for providing AT&T-13STATE with a copy of the FCC license for the designated spectrum with their physical collocation application(s). Once the CLEC’s microwave equipment has been placed, a copy of such license will be posted in an appropriate location. All AT&T-13STATE safety standards shall apply to the microwave entrance facility and associated antenna(e).

4.7 AT&T-13STATE Tower/Structure

4.7.1 Where space is available and where technically feasible, AT&T-13STATE will provide the CLEC with antenna mounting space on the AT&T-13STATE microwave tower or support structure where the CLEC’s physical collocation arrangement is located, if such tower or support structure exists and has sufficient space. A reasonable, cost-based monthly recurring charge will apply for use of this mounting space. If there is no existing support structure, and space is available and it is technically feasible to construct such a structure, the structure shall be constructed at CLEC’s expense.

4.7.1.1 If CLEC elects to do the work themselves through an AT&T-13STATE Tier 1 approved supplier, then the CLEC is responsible for the installation, maintenance, repair and removal of all of its microwave equipment. The CLEC is also responsible for the removal of its equipment and returning the property to its original condition within sixty (60) days of termination of use of the microwave entrance facility. If the CLEC does not perform the removal and restoration by the end of sixty (60) days, AT&T-13STATE may remove the equipment and restore the property at the CLEC’s expense on a time and materials basis.

4.7.1.1.1 AT&T-13STATE reserves the right to control the roof penetration activity, on a case by case basis.

4.7.1.2 If the CLEC chooses to personally secure its equipment, it must first submit a proposal and design for AT&T-13STATE’s approval.

4.7.1.3 Where AT&T-13STATE has provided the CLEC a physical collocation arrangement within the eligible structure, the CLEC’s radio equipment will be located in the CLEC’s dedicated physical collocation arrangement. AT&T-13STATE will allow both physical collocation of the CLEC’s equipment associated with its Microwave Entrance Facility on an ICB basis until such time as costs and permanent rates based upon those costs may be determined by AT&T-13STATE.

4.7.1.4 The CLEC is responsible for obtaining all permits and licenses required for the use of microwave equipment, and must furnish the documents to the Collocation Service Center (CSC) at the time they submit their collocation application. AT&T-13STATE must receive all copies of the required permits and license applications or grants pending before the

applicable regulatory bodies, before AT&T-13STATE will allow CLEC to install their microwave equipment. In the event the required licenses, if applicable, are not obtained by CLEC, all work activity must be discontinued and CLEC's equipment must be removed from the AT&T-13STATE's property. Mitigating circumstances will be evaluated on a case by case basis.

5. EQUIPMENT

- 5.1 The CLEC is responsible for providing a list of all microwave equipment to be installed to AT&T-13STATE with the application to use microwave as the transmission media to connect to a physical collocation arrangement. The microwave equipment selected by CLEC must meet NEBS Level 1 specifications and be installed in accordance with TP76300 and TP76400 guidelines. Requests for subsequent microwave equipment installation must be provided by the CLEC in the identical manner as all subsequent requests for equipment to be placed in collocation arrangements. All requests for microwave equipment will follow existing Equipment Review process and the CLEC will submit an Equipment Review Request Form (ERRF).
- 5.2 CLEC retains title to all microwave equipment installed pursuant to this Appendix Microwave.

6. LIABILITY

- 6.1 To the extent not previously covered by the applicable interconnection agreements, each Party will be responsible for any and all direct damages resulting from any harm to AT&T-13STATE or other CLEC's rooftop equipment or roof environment (as described in section 4.4) which is the direct result of its own activity on the rooftop of the Premises, including CLEC's installation, operation, or maintenance or AT&T-13STATE's inspection of the microwave and related equipment on the rooftop of the premises and as set forth in Section 5.1 ("Equipment") of this Appendix, or due to the actions or inaction, willful, or negligent, of the Party's own employees, suppliers, or contractors in connection with activity on the rooftop of the Premises.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1 In addition to other information required by this Appendix, the CLEC requesting microwave collocation will provide upon request, the following information before AT&T-13STATE can consider the CLEC's application for such collocation:
 - 7.1.1 The specific types of equipment the CLEC proposes to collocate in and on the CO, including but not limited to equipment discussed in section 4.1 and other sections of this Appendix.
 - 7.1.2 A description and diagram of how the CLEC proposes to use the microwave collocation arrangement, including the Z location(s) and the equipment proposed to be collocated in and for the provision of service. This information must include whether, and if so how, the arrangement, including the Z location(s) and equipment, will be used in and for interconnection of the CLEC's network to the AT&T-13STATE ILEC's network for the transmission and routing of telephone exchange service or exchange access or in and for access to the AT&T-13STATE ILEC's Unbundled Network Elements (UNEs) for the provision of telecommunications service. See also Sections 2.1, 3.1, 4.1, and other sections of this Appendix.
 - 7.1.3 Information that enables AT&T-13STATE to confirm that the Z location(s) are part of the CLEC's network as opposed to customer location. CLEC may provide one of the following: the azimuth and antennae location information, a description of the actual Z location(s) itself, or other mutually agreed upon information.
 - 7.1.4 CLEC agrees to work cooperatively with AT&T-13STATE to provide clarity concerning any of the information it provides pursuant to Section 9.

8. PREMISES

- 8.1 Appendix and Premises. CLEC will be required to execute a separate Appendix in the form of Exhibit 1 that identifies the AT&T-13STATE Premises, which is attached hereto and incorporated hereby and site drawings of the roof which reference the location of the antenna and conduit work associated with the placement of the Microwave Entrance Facility.

9. USE OF PREMISES

- 9.1 Use. The Premises, as identified in Exhibit 1 to this Appendix, may be used by CLEC for installation, operation, maintenance, repair and removal of Microwave Entrance Facility communications equipment, including radio frequency transmitting and receiving equipment, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and other appurtenant and necessary equipment placed by or on behalf of CLEC, and for no other purpose.
- 9.2 RF Compliance. CLEC agrees to comply with the Federal Communications ("FCC") radio frequency ("RF") exposure rules and requirements for RF exposure to humans (FCC OET 65 - current version). The CLEC must provide to AT&T-13STATE for review and approval prior to the installation of RF emission devices (antennas), a copy of a current RF Compliance Study showing that the general population exposure limits specified in FCC OET Bulletin 65 for the location(s) of CLEC's proposed antenna installation(s) are in compliance with the RF exposure rules and requirements. Prior to installation, CLEC will be responsible CLEC's Microwave Entrance Facilities, AT&T-13STATE and CLEC shall cooperate to determine whether such installation would cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur with the additional use of AT&T-13STATE's Property by CLEC, then CLEC shall promptly correct the MPE to appropriate levels and/or implement reasonable measures at the Property, including restricting public access and posting signage and markings, in order for CLEC to fulfill its RF exposure obligations, provided AT&T-13STATE agrees to such measures. If CLEC fails to comply with this Section 2.2, AT&T-13STATE, as its exclusive remedy, may terminate the Appendix upon written notice.
- 9.3 Line of Sight: AT&T-13STATE will manage its rooftop space on a first-come, first-served basis. The Parties acknowledge that Microwave Entrance Facilities require an unobstructed line of sight and CLEC is responsible for making an unobstructed line of sight determination for each AT&T-13STATE premises that it requests to install Microwave Entrance Facilities. Unobstructed line of sight will be provided by AT&T-13STATE, where technically feasible, but AT&T-13STATE offers no guarantee that unobstructed line of sight is available for the AT&T-13STATE premises requested by CLEC. AT&T-13STATE will work cooperatively with CLEC in determining a suitable space for CLEC's equipment on the rooftop or other suitable exterior space for the requested AT&T-13STATE premises. If AT&T-13STATE requires a building enhancement or modification where structural reinforcement is not required, or, placement of additional equipment to meet this requirement that has no reasonably alternative placement available other than one that obstructs CLEC's existing line of sight, AT&T-13STATE will work cooperatively with CLEC to move the antenna mount or raise the height of the antenna mount. CLEC will be responsible for the costs of resultant lighting and/or marking additions or modifications required to meet FAA rules, as defined in AC 70/7460-1K or AC 70/7460-2K, or successor documents. AT&T-13STATE will not be responsible for moving CLEC's antenna(e) mount(s), if through no fault of its own, AT&T-13STATE determines that a vertical building addition is needed due to space exhaust in particular AT&T-13STATE premises. AT&T-13STATE shall notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition so that CLEC can arrange, at its sole expense, for CLEC's AT&T-13STATE Tier 1 approved supplier to remove its Microwave Entrance Facilities from the AT&T-13STATE premises. Such notification will include construction drawings of the proposed addition, where available. AT&T-13STATE shall also have the obligation to notify CLEC six (6) months prior to the start of an AT&T-13STATE premises building addition during CLEC's application process.
- 9.4 If a third party requests to place Microwave Entrance Facilities equipment on the rooftop that obstructs CLEC's existing line of sight, the third party's application will be denied unless all three parties mutually agree to move CLEC's existing Microwave Entrance Facilities equipment to allow for a clear line of sight,

not to exceed the 20 foot height (6.1 meters) limitation required pursuant to Section 2.3 above. The costs and expenses to move CLEC's existing Microwave Entrance Facilities equipment will be borne by the third party requesting permission to place its own Microwave Entrance Facilities equipment.

10. PRE-DESIGN MEETING

10.1 Unless otherwise agreed to by the Parties, a pre-design meeting (which can be conducted by conference call if the Parties mutually agree) between AT&T-13STATE and CLEC will commence within a maximum of thirty (30) business days from AT&T-13STATE's receipt of CLEC's application for Microwave Entrance Facilities and CLEC's payment of the appropriate application fees and any other agreed upon fees. At the Pre-Design meeting, AT&T-13STATE and CLEC will agree to the preliminary design of the Microwave Entrance Facilities that will be used in conjunction with CLEC's physical collocation space and the equipment configuration requirements, as reflected in the application and affirmed in the collocation application for Microwave Entrance Facilities. After the Parties reach agreement on the preliminary design of the Microwave Entrance Facilities, this design will not be subject to unilateral changes. If subsequent site analysis demonstrates that the preliminary design must be altered, both Parties shall agree to any required changes. The provisioning intervals that will apply to AT&T-13STATE's provisioning of the requested roof space or suitable exterior space for CLEC's Microwave Entrance Facilities will be provided to CLEC during the pre-design meeting or as soon as possible thereafter. CLEC will submit for AT&T-13STATE's review and approval all design work information following the pre-design meeting. At this same pre-design meeting, the Parties will also discuss and agree to the preliminary design of CLEC's associated physical collocation space and the equipment configuration requirements for this space, as reflected in the collocation application for Microwave Entrance Facilities.

11. SECURITY ACCESS

11.1 Where a secured common corridor exists, AT&T-13STATE shall provide CLEC access to the roof twenty four (24) hours, seven (7) days per week, subject to AT&T-13STATE's access and security regulations, rules or policies.

CLEC shall not access any portion of the building not designated for CLEC's use or access. CLEC further covenants to exercise all due care so as not to interfere with any operations of AT&T-13STATE.

Notwithstanding the above, AT&T-13STATE shall have the right to change the access and security regulations, rules or policies from time to time, as long as CLEC is not deprived of physical access. Such changes could include, but not be limited to changing access from being through the common corridor to being through the use of the established escort process.

11.1.1 If no common corridor exists to access CLEC's Microwave Entrance Facilities, CLEC may request escorted access by using the standard Security Escort process that is in the AT&T-13STATE Physical Collocation Appendix.

12. ANTENNA PLACEMENT

12.1 CLEC and AT&T-13STATE will mutually agree to the placement of one (1) microwave antenna support structure with one (1) antenna within its designated rooftop space for it's A location, as set forth in the pre-approved drawings. Up to three (3) additional antennas may be installed on the existing microwave antenna support structure within its designated rooftop space, in conjunction with and consistent with all terms of this Appendix. Each antenna may be used for a single Z location. CLEC request to add such additional antennas to its existing microwave antenna support structure within its designated rooftop space will be treated as an augment request. All antennas placed under this agreement shall only be capable of point to point communication and shall not be capable of point to multi-point communication. In the future, CLEC may identify and request of AT&T consideration of new or more efficient antenna technologies for use in the microwave link. Such requests will not be unreasonably denied.

13. ANTENNA SUPPORT STRUCTURE LIGHTING AND MARKING

- 13.1 For lighting systems the annual charge will be determined by annualizing expected costs using a formula accounting for the mean time between failures of each lighting system component, costs of system component replacements - including a broad-gauge cost estimate for labor. The elements of cost determination will be updated every three (3) years.
- 13.2 For marking and/or lighting systems, AT&T-13STATE will periodically assess the condition of marking and/or lighting to ensure that it meets FAA requirements. If AT&T-13STATE reasonably determines that such marking and/or lighting does not meet FAA requirements, it will immediately notify CLEC and AT&T-13STATE will restore marking and/or lighting to its required condition and charge CLEC for same.
- 13.3 CLEC will be responsible for all costs of supplying all power associated with the antenna lighting and marking. This includes infrastructure, and associated monthly charges.

14. UTILITY CONNECTIONS

- 14.1 All Microwave Entrance Facility power requirements will be provided through the CLEC's collocation arrangement.

15. CO-DEVELOPMENT

- 15.1 Notwithstanding any other provision of this Appendix, CLEC hereby acknowledges that AT&T-13STATE may have existing Microwave Entrance Facilities of its own, or of other tenants or CLEC's on or at AT&T-13STATE's Property, and/or AT&T-13STATE may desire from time to time throughout the Appendix term to enter into agreements with other Microwave Entrance Facility providers for the installation, operation and maintenance of communications facilities on or at AT&T-13STATE's property. Providers of Microwave Entrance Facilities shall hereinafter be referred to as CLECS. Where applicable and to the extent possible, subject however to CLEC's rights of non-interference set forth hereunder, CLEC shall cooperate with AT&T-13STATE and all other CLECs so as to reasonably accommodate the needs and requirements of such CLECs with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to AT&T-13STATE's property including utility connections and access. CLEC shall use its best efforts to coordinate with AT&T-13STATE and other CLECs when requested with respect to determining the location of the CLEC's premises, plans and specifications for installation, seeking permits, utility connections and access and shall make or permit to be made all reasonable adjustments or alterations to its existing facilities or improvements to accommodate the needs of CLECs; provided that CLEC shall not incur costs and expenses which are not otherwise reimbursed or for which there is no consideration.

16. EQUIPMENT REMOVAL

- 16.1 If, at any time, AT&T-13STATE determines that any of CLEC's Microwave Entrance Facilities or equipment; or the installation of CLEC's Microwave Entrance Facilities or equipment does not meet the requirements outlined in this Appendix, AT&T-13STATE will provide written notice of its determination and documentation supporting such determination to CLEC. If CLEC fails to correct any non-compliance with these standards, fails to demonstrate to AT&T-13STATE's reasonable satisfaction that the Microwave Entrance Facilities equipment is compliant or fails to file a dispute pursuant to the dispute resolution section of the underlying Agreement within thirty (30) calendar days written notice to AT&T-13STATE, AT&T-13STATE may have the Microwave Entrance Facilities or equipment removed or the condition corrected at CLEC's expense. The removal of CLEC's Microwave Entrance Facilities or equipment must be performed by an AT&T-13STATE Tier 1 approved supplier. If CLEC no longer needs, or vacates its Microwave Entrance Facilities, CLEC will be required to hire AT&T-13STATE's approved supplier to remove CLEC's Microwave Entrance Facilities and restore the roof of the AT&T-13STATE premises to its original condition, excluding normal wear and tear, pursuant to terms and conditions of Section 21.

17. INTERFERENCE WITH COMMUNICATION

- 17.1 CLEC's Microwave Entrance Facilities shall not disturb or interfere with the communications configurations, equipment and frequency that exist on AT&T-13STATE's property on Commencement Date ("Pre-existing Communications") and CLEC's Microwave Entrance Facilities shall comply with all noninterference rules of the FCC. CLEC shall use best efforts to cause the immediate termination of any interference or disruption to AT&T-13STATE's Pre-existing Communications. If, despite CLEC's best efforts, the interference or disruption to AT&T-13STATE's Pre-existing Communications continues and can reasonably be attributed to CLEC's operations, then CLEC shall immediately cease any and all operations on the Premises until such time as the interference is corrected to AT&T-13STATE's reasonable satisfaction. If CLEC cannot permanently correct such interference to AT&T-13STATE's satisfaction within ten (10) business days following CLEC's receipt of the initial written notice of such interference (or if the cure shall reasonably require a longer period of time, then failure to cure within such period of time), then AT&T-13STATE may thereafter require CLEC to cease its microwave operations at the impacted location. If CLEC is required to cease its microwave operations at the impacted location, then upon CLEC's request, AT&T-13STATE will provision type 2 terrestrial facilities at CLEC's expense.
- 17.2 AT&T-13STATE shall not permit (and shall not permit any third party) the use of any portion of AT&T-13STATE's property in a way which materially or adversely interferes with the rights of CLEC hereunder, subject to AT&T-13STATE's superior right to use and operate AT&T-13STATE's property for its benefit. If any such interference occurs, CLEC shall notify AT&T-13STATE. Without limiting any of CLEC's rights or remedies under this Agreement or applicable Laws, upon receipt of such notice, AT&T-13STATE shall take such reasonable and appropriate action to cause such interference to cease, and if such interference is caused by a third party whose grant of rights is later in time than this Agreement, then AT&T-13STATE must take all necessary steps to remove the interference or terminate that third party grant of rights. AT&T-13STATE and CLEC agree to cooperate and use reasonable best efforts to minimize any interference or disruption of either party's operations on AT&T-13STATE's property.
- 17.3 The CLEC is responsible for coordinating the interference testing of the microwave antenna arrangement. The CLEC must hire at its sole expense a mutually agreeable communications engineering firm to perform the interference testing. In the event that the CLEC's supplier determines that in its opinion AT&T-13STATE is responsible for the interference, the CLEC shall contact their AT&T-13STATE representative who will determine the cause of the interference and who is responsible for it. Otherwise, all discrepancies are the sole responsibility of the CLEC.

18. TAXES

- 18.1 CLEC shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon the Equipment, as set forth in Section 5.1 of this Appendix. Whenever possible, CLEC shall cause all such items to be assessed and billed separately from the property of AT&T-13STATE. In the event any such items shall be assessed and billed with the property of AT&T-13STATE, CLEC shall pay AT&T-13STATE its share of such taxes, charges or other governmental impositions within thirty (30) days after AT&T-13STATE delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to CLEC's property.

19. TERMINATION

- 19.1 By CLEC: This Appendix or any attachment hereunder may be terminated without further liability on thirty (30) business days prior written notice:
- (i) upon a default of any covenant, condition, or term hereof by AT&T-13STATE, which default is not cured within sixty (60) business days of receipt of written notice of default;
 - (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;

- (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies.
- 19.2 **By AT&T-13STATE:** This Appendix may be terminated without further liability, and/or AT&T-13STATE may elect to deny approval to enter into any new Appendix on thirty (30) business days prior written notice:
- (i) upon a default of any covenant, condition, or term hereof (including the terms of this Appendix by CLEC, which default is not cured or is undergoing dispute resolution, under the ICA within sixty (60) business days of receipt of written notice of default;
 - (ii) in the event CLEC is unable to maintain after making reasonable and diligent efforts, licenses, permits or other approvals necessary for the construction or operation of CLEC's Microwave Entrance Facilities;
 - (iii) if CLEC is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;
 - (iv) if CLEC shall fail to permanently terminate interference as required under Section 18.

20. SURRENDER

- 20.1 Upon the expiration or termination of the applicable Appendix, CLEC shall surrender the Premises to AT&T-13STATE in its original condition and in good order and repair, less ordinary wear and tear. CLEC shall repair at its expense any and all damages caused by removal of CLEC's Microwave Entrance Facilities, or by the use, operation or placement of its Microwave Entrance Facilities, including the antenna support structure on the Premises to AT&T-13STATE's reasonable satisfaction. In the event CLEC fails to remove its Microwave Entrance Facilities equipment, including the antenna support structure, AT&T-13STATE shall have the right to retain such Microwave Entrance Facilities equipment, including the antenna support structure and all rights of CLEC with respect to it shall cease. CLEC shall be liable to AT&T-13STATE for all costs of removal, restoration of the Premises, and the costs of storage, transportation, sale or other disposition of such Facilities incurred by AT&T-13STATE.

21. DESTRUCTION OF PREMISES

- 21.1 If the Premises or AT&T-13STATE's Property is destroyed or damaged so as in CLEC's judgment to hinder its effective use of the Premises, CLEC may elect to terminate its microwave collocation at the impacted Property as of the date of the damage or destruction by so notifying AT&T-13STATE no more than thirty (30) business days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of the applicable microwave collocation shall cease as of the date of the damage or destruction.

22. CONDEMNATION

- 22.1 If a condemning authority takes all of AT&T-13STATE's Property, or a portion, which in CLEC's opinion is sufficient to render the Premises unsuitable for CLEC's use then the applicable microwave collocation shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding, since CLEC has no property interest in AT&T-13STATE's Property, CLEC shall not be entitled to make a claim against the condemning authority or AT&T-13STATE for just compensation for any property interest or bonus value of this Appendix. However, CLEC may make a separate claim against the condemning authority for compensation of CLEC's Microwave Entrance Facilities and relocation expenses. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

23. MISCELLANEOUS

- 23.1 Severability. If any provision of this Appendix is invalid or unenforceable with respect to any party the remainder of this Appendix or the application of such provision to persons other than those as to whom it is

held invalid or unenforceable, shall not be affected and each provision of this Appendix shall be valid and enforceable to the fullest extent permitted by law.

- 23.2 No Offer. Under no circumstances shall delivery of this Appendix be deemed to create an option or reservation for the benefit of CLEC unless and until this Appendix has been duly executed by AT&T-13STATE. This Appendix shall become effective and binding only upon full execution by both parties hereto and delivery of a signed copy to CLEC. AT&T-13STATE reserves the right to reject this Appendix any time prior to delivery of a fully executed copy of this Appendix to CLEC. No act or omission of any agent or employee of AT&T-13STATE or AT&T-13STATE's broker or managing agent shall alter, change or modify any of the provisions of this paragraph.

24. IF AT&T-13STATE CONTRACTS FOR THE DESIGN AND CONSTRUCTION DRAWINGS AND THE CONSTRUCTION OF CLEC MICROWAVE ENTRANCE FACILITIES

- 24.1 Contractors. AT&T-13STATE will select the architect, engineer(s), space planners and other contractors (herein collectively called "Suppliers") to do the Work.
- 24.2 Preliminary Plans. Within thirty (30) business days of the pre-design meeting and receipt of CLEC's design specifications, AT&T-13STATE shall provide CLEC with an estimate of the cost to prepare the preliminary design and construction drawings. Within thirty (30) business days of receipt of CLEC's first 50% payment of the estimated cost for the preparation of the preliminary design and construction drawings, AT&T-13STATE shall prepare the preliminary site plans ("Site Plans") for the placement of CLEC's Microwave Entrance Facilities and Improvements on the Premises. AT&T-13STATE shall submit the Site Plans to CLEC for CLEC's consent, which consent shall be limited to technological matters and may not be unreasonably conditioned or denied. CLEC shall either consent or deny consent to the Site Plans within twenty (20) business days of receiving the Site Plans. If CLEC denies consent of the Site Plans, CLEC shall provide AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make necessary changes to the Site Plans within twenty (20) business days of such denial. Any revised Site Plans shall be submitted to CLEC for consent in the manner set forth above. The final 50% payment for the preliminary design and construction drawings must be paid to AT&T-13STATE prior to job construction.
- 24.3 Construction Drawings. Within ten (10) business days following issuance of all governmental approvals entitling CLEC to install and operate its Microwave Entrance Facilities on the Premises (excepting building permits), CLEC shall furnish AT&T-13STATE any additional information reasonably requested by AT&T-13STATE for the preparation by AT&T-13STATE's Suppliers of working drawings and specifications ("Construction Drawings") which Construction Drawings shall be consistent with the approved Site Plans. AT&T-13STATE shall prepare the Construction Drawings, and shall submit them to CLEC within thirty (30) business days after CLEC has furnished AT&T-13STATE with all requested information. Within ten (10) business days after the Construction Drawings prepared by AT&T-13STATE's architect, engineer or space planner are submitted to CLEC, CLEC shall approve or disapprove the Construction Drawings, which approval shall not be unreasonably conditioned or denied. CLEC shall either approve or disapprove the Construction Drawings within ten (10) business days of receiving such Construction Drawings. If CLEC disapproves of the Construction Drawings, CLEC shall provide within ten (10) business days AT&T-13STATE with sufficient information and detail to enable AT&T-13STATE to make appropriate changes to the Construction Drawings Plans. Any revised Construction Drawings shall be submitted to CLEC for approval in the manner set forth above. If AT&T-13STATE and CLEC cannot agree and approve of the Construction Drawings within thirty (30) business days of the initial submission to CLEC, then either party may request dispute resolution pursuant to the underlying Agreement.
- 24.4 CLEC agrees and understands that AT&T-13STATE does not represent, warrant, guarantee, nor shall AT&T-13STATE be responsible for the correctness or accuracy of any Site Plans or Construction Drawings prepared by Contractors, including whether such documents are free from error, defect or deficiency in design or engineering. However, AT&T-13STATE will use its best efforts to ensure that all inputs and specifications provided by AT&T-13STATE in conjunction with the preparation of such Site Plans or Construction Drawings will be free from error, defect or deficiency in design or engineering.

- 24.5 Work Appendix and Construction Costs Appendix (Work Appendix). No later than ten (10) business days following agreement on the Construction Drawings and payment by CLEC of the remaining 50% due AT&T-13STATE for the Site Plans and Construction Drawings, AT&T-13STATE shall submit to CLEC a proposed Work Appendix and construction estimates for the Work ("Work Appendix"). The Work Appendix shall include outside dates for certain "milestones" in the construction process, including without limitation, the outside date for each of the following:
- (i) procurement of all necessary building permits,
 - (ii) delivery of CLEC's Microwave Entrance Facilities,
 - (iii) commencement of construction of Improvements,
 - (iv) commencement of installation of CLEC's Microwave Entrance Facilities, and
 - (v) substantial completion of the Work.
- CLEC shall have ten (10) business days after receipt of the Work Appendix to approve it, which approval shall not be unreasonably withheld. If CLEC fails to approve the Work Appendix within the ten (10) business day period, the Work Appendix shall be deemed approved or, at AT&T-13STATE's option this Work may be terminated with CLEC responsible for all costs incurred. If CLEC disapproves the Work Appendix (or any portion of it), AT&T-13STATE and CLEC shall use their respective good faith best efforts to resolve any disagreement, provided that the Work is consistent with the approved Site Plans and Construction Drawings. Either Party may request dispute resolution pursuant to the underlying agreement.
- 24.6 Special Security Construction. If AT&T-13STATE reasonably determines that new secured access to the Microwave Entrance Facilities is necessary and CLEC prefers to obtain such secured access rather than uses escorts, the costs associated with the construction of such access shall be assessed as an ICB charge with fifty percent (50%) of the estimated charges billed by AT&T-13STATE at the time CLEC submits its collocation application requesting Microwave Entrance Facilities, with the final 50% of the estimated charges paid prior to job completion.
- 24.7 AT&T-13STATE's Best Efforts. AT&T-13STATE shall use best efforts to meet each of the milestones stated in the approved Work Appendix. When it is evident that any milestone will not be met, AT&T-13STATE shall deliver to CLEC written notice of AT&T-13STATE best estimate of when the milestone and all other subsequent milestones will be met.
- 24.8 All estimates provided by AT&T-13STATE to CLEC shall be valid for thirty (30) calendar days from issuance and CLEC shall accept, reject or request changes within such time period, unless an extension is requested in writing by CLEC and granted by AT&T-13STATE. To accept the estimate prepared by AT&T-13STATE, CLEC shall submit their signed acceptance of the quote letter along with the first fifty percent (50%) of the total estimated charges to AT&T-13STATE. The final 50% of the total estimated charges must be submitted to AT&T-13STATE prior to job completion and turnover. A true-up of the estimated charges will be completed within one hundred twenty (120) calendar days after space completion for the Microwave Entrance Facilities.
- 24.9 Construction. Upon receipt of CLEC's first fifty percent (50%) payment for the total construction costs for each application, AT&T-13STATE shall manage, coordinate, and cause the Work to be performed by and through the AT&T-13STATE approved Suppliers. CLEC shall cooperate with AT&T-13STATE in any reasonable manner in its efforts to commence and complete the Work. AT&T-13STATE shall require the Suppliers to perform the Work in a good workmanlike manner, in accordance with the approved Construction Drawings and in compliance with all applicable laws, codes, regulations and governmental permit and authorization requirements. AT&T-13STATE shall also require that the Suppliers under AT&T-13STATE's control meet the approved Work Appendix.
- 24.10 Change Orders. Any changes requested by AT&T-13STATE, CLEC or Supplier shall be subject to the following provisions:
- (i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;

- (ii) Any request for a material change shall be accompanied by AT&T-13STATE's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;
- (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;
- (iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;
- (v) As a condition for commencing Work related to the approved change request and amended cost, CLEC shall pay AT&T-13STATE the increase (if any) between the amended Estimate and the original Estimate as an advance payment.

25. IF CLEC CONTRACTS FOR DESIGN AND CONSTRUCTION DRAWINGS AND CONSTRUCTION DIRECTLY WITH THE AT&T-13STATE APPROVED SUPPLIER

- 25.1 CLEC shall provide AT&T-13STATE with CLEC's proposed design and construction Appendix and the AT&T-13STATE's Supplier they have agreed to use.
- 25.2 CLEC shall provide AT&T-13STATE the Site Plan prepared by an AT&T-13STATE's Supplier for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 25.3 Upon AT&T-13STATE's approval of the Site Plan, CLEC shall have an AT&T-13STATE's Supplier prepare the construction drawings for AT&T-13STATE's approval, which will not be unreasonably withheld.
- 25.4 Upon approval by AT&T-13STATE, CLEC may commence construction of its Microwave Entrance Facilities, provided CLEC provides AT&T-13STATE with a copy of the building permit.
- 25.5 Change Orders. Any changes requested by AT&T-13STATE, CLEC, Contractor or Supplier shall be subject to the following provisions:
 - (i) No material changes to the approved Construction Drawings, Estimate, or Work Appendix shall be made without the prior written approval of the AT&T-13STATE and CLEC, which approval shall not be unreasonably withheld, conditioned or delayed;
 - (ii) Any request for a material change shall be accompanied by AT&T-13STATE or CLEC's estimate of any increase or decrease to the approved Estimate, or changes to the approved Work Appendix;
 - (iii) Changes to any Construction Drawings shall be in writing and shall be signed by both the AT&T-13STATE and CLEC prior to implementation of the change;
 - (iv) As soon as reasonably possible after receipt of a written change request from either party, the AT&T-13STATE or CLEC who receives a request to make a change shall have up to five (5) business days to approve or disapprove of the request. If such party fails to respond within the five (5) business day period, the request and associated amended Estimate shall be deemed approved;
- 25.6 Reimbursement to AT&T-13STATE for AT&T-13STATE Employees and AT&T-13STATE Suppliers Time. This charge shall equal the sum of the hourly charges for the AT&T-13STATE Supplier(s) employed by AT&T-13STATE and AT&T-13STATE employees to review (a) CLEC's Site Plans and Construction Drawings for the Microwave Entrance Facilities, (b) CLEC's permitting materials to obtain the necessary permits for the operation of CLEC's Microwave Entrance Facilities and (c) if CLEC directs and performs the work, supervision of CLEC's approved suppliers and contractors during construction. These costs include, but are not limited to, reasonable associated travel costs incurred by AT&T-13STATE Suppliers and employees by AT&T-13STATE, employees.

The estimated amount shall be invoiced to CLEC at the time the Work Appendix is provided to CLEC and payment by CLEC shall be under the same terms and conditions as stated in paragraph 24.2 of this Appendix. AT&T-13STATE shall seek pre-approval from CLEC via written notice for an increase in its good-faith estimate. CLEC shall have thirty (30) days to either accept the new estimate or to inform AT&T-

13STATE that it wishes to cancel its application. CLEC shall be responsible for payment of all pre-approved costs incurred by AT&T-13STATE up to the point when the cancellation is received.

- 25.7 Supervision of CLEC's Supplier. This charge shall equal the sum of the hourly charges of any AT&T-13STATE employees or AT&T-13STATE Suppliers that are employed by AT&T-13STATE to reasonably monitor the microwave antenna support structure design and installation performed by CLEC's Supplier, if AT&T-13STATE, at AT&T-13STATE's discretion, determines that such supervision is necessary. The fee for supervision by an AT&T-13STATE employee or AT&T-13STATE Supplier employed by AT&T-13STATE shall be assessed as an ICB charge and billed by AT&T-13STATE immediately following the charges being incurred.
- 25.8 Bonding and Grounding. CLEC's AT&T-13STATE approved Supplier will be responsible for provisioning the grounding and bonding of CLEC's Microwave Entrance Facilities and any additional rooftop grounding necessary to protect AT&T-13STATE's equipment or other occupants' equipment located in the AT&T-13STATE premises. Collocated Microwave Entrance Facility equipment must comply with extraordinary bonding and grounding requirements, pursuant to AT&T-13STATE's technical publications, specifically TP76200 and TP76300. These requirements may necessitate the utilization of additional interior central office floor space to accommodate the requested arrangement than would normally be required to accommodate an equal quantity of telecommunications equipment racks that would not be subject to these bonding and grounding requirements. When bonding and grounding requirements necessitate the utilization of floor space in excess of the requested physical collocation space, floor space charges will be based upon the additional amount of floor space required to accommodate the requested collocated equipment arrangement.

26. TITLE TO FACILITIES AND IMPROVEMENTS

- 26.1 Title to CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit (with the exception of external grounding equipment) shall remain with the CLEC as the property of CLEC and shall not become fixtures to AT&T-13STATE's Property.
- 26.2 Equipment Safety Requirements. CLEC's Microwave Entrance Facilities and outdoor and indoor radio units, cabling, grounding equipment, antennas, masts, sled mounts and conduit must comply with all industry safety codes and the following specific safety requirements:
- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1
 - FCC OET Bulletin 65, dated 08/97
 - AT&T-13STATE Engineering and Installation Standards
 - American National Standards Institute:
 - Telecommunications – Electrical Protection of Communications Towers and Associated Structures ANSI T1.334-2002
 - Telecommunications – Electrical Protection of Telecommunications Central Offices and similar Type Facilities, ANSI T1.313-2003
 - All federal, state, and local codes for the specific area. For example, national building codes such as the Uniform Building Code (UBC), Building Officials and Code Administration (BOCA), and the Southern Building Code Congress International (SBCCI), when adopted by the local municipality as the code of record for that area.

27. CLOSEOUT

- 27.1 If CLEC contracts directly for the design and construction drawings, CLEC shall provide AT&T-13STATE, at no cost to AT&T-13STATE, with record drawings ("Record Drawings") ninety (90) days after the substantial completion of the Work at the site. The Record Drawings shall be prepared based on as-built

drawings provided to the CLEC or its agents by the Supplier. CLEC shall provide AT&T-13STATE the Record Drawings in the following formats:

- a) One set saved in AutoCAD 2000i on CD-ROM.
- b) Three sets of full size blueprints or bond prints.
- c) Two sets of half size bond prints.

NOTE: If CLEC fails to provide complete as built Record Drawings within the 90 day interval, AT&T-13STATE will provide CLEC fifteen (15) days written notice that failure to provide such Record Drawings is grounds for termination pursuant to Section 21.2(i) of this Appendix, such failure shall be deemed a breach of the Appendix, and AT&T-13STATE will have the option of terminating the microwave collocation application. All costs incurred to be paid by CLEC or to contract an approved supplier to create the required drawings and all charges will be billed to the CLEC. AT&T-13STATE will contact the CLEC before the application is terminated.

28. COOPERATION

- 28.1 AT&T-13STATE and CLEC each shall cooperate and diligently assist the Contractors and Suppliers in the completion and performance of the Work.

29. WALKTHROUGH

- 29.1 Within five (5) business days following substantial completion of the Work, AT&T-13STATE and CLEC shall conduct a walkthrough of the Premises, including testing of the CLEC's Microwave Entrance Facilities, and shall jointly complete a list of outstanding items needing additional work, adjustment or correction. AT&T-13STATE or CLEC, depending on who contracts for the design and construction drawings and construction, shall cause the Contractors and Suppliers, as appropriate, to complete all outstanding items within ten (10) business days following the walkthrough, or agreed upon timeline by both parties. Once the Contractors and Suppliers, as the case may be, have given notice of the completion of the outstanding items, AT&T-13STATE and CLEC shall conduct another walkthrough and testing of CLEC's Microwave Entrance Facilities to determine if the list of outstanding items have been completed.

30. SUBSEQUENT ALTERATIONS

- 30.1 Any alterations, or modifications to the agreed upon Microwave Entrance Facilities arrangement shall be subject to the terms and conditions set forth in this Appendix.

EXHIBIT I DESCRIPTION OF PREMISES

The Premises consist of those specific areas described/shown below where CLEC's Microwave Entrance Facilities communications antennae and equipment occupy AT&T-13STATE's property. The Premises and the associated utility connections and access, including rights of ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by AT&T-13STATE, after consulting CLEC, at the time of construction to reasonably accommodate sound engineering criteria and the physical features of AT&T-13STATE's property.

A final drawing or copy of a property survey depicting the above will replace this Exhibit I when initialed by AT&T-13STATE.

Notes:

1. This Exhibit may be replaced by a land survey or Site Plan of the Premises once it is received by CLEC.
2. Setback of the Premises from the AT&T-13STATE's boundaries shall be the distance required by the applicable government authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

EXHIBIT II
LIST OF APPROVED CONTRACTORS AND SUPPLIERS