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**Nancy H. Sims**  
Director - Regulatory Relations

May 5, 1998

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

980614-TP

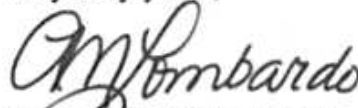
Dear Mrs. Bayo:

Re: Approval of the Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and NEXTLINK Florida, Inc. pursuant to Section 252(e) of the Telecommunications Act of 1996

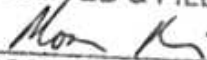
Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and NEXTLINK Florida, Inc. are submitting to the Florida Public Service Commission their negotiated agreement for collocation.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the collocation agreement between BellSouth and NEXTLINK Florida, Inc. within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

  
Regulatory Vice President  
(2)

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**PHYSICAL COLLOCATION AGREEMENT**  
**BellSouth Telecommunications, Inc. and NEXTLINK Florida, Inc.**  
**Florida**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Florida corporation, and NEXTLINK Florida, Inc., ("NEXTLINK"), incorporated under the laws of the State of Washington, and shall be deemed effective as stated below. This agreement may refer to either BellSouth or NEXTLINK or both as a "Party" or "Parties."

**1. SCOPE OF AGREEMENT**

1.1 Right to occupy. BellSouth hereby grants to NEXTLINK a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office located in the state of Florida, of a size and dimension which is specified by NEXTLINK and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at NEXTLINK's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. NEXTLINK shall use the Collocation Space for the purposes of installing, maintaining and operating NEXTLINK's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, NEXTLINK may place NEXTLINK-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of NEXTLINK-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, NEXTLINK may connect to other interconnectors, carriers or customers (including to its own virtual or physical collocated arrangements) within the designated BellSouth Central Office through facilities designated by NEXTLINK. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Except for the connection via facilities (i.e. fiber, coaxial or copper cabling) between collocators within the BellSouth Premises, NEXTLINK may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. NEXTLINK agrees to pay the rates and charges identified at Exhibit B attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to NEXTLINK at each Central Office identified at Exhibit C attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement. If NEXTLINK desires to expand its collocation space when space at BellSouth's premises is exhausted, NEXTLINK may request collocation at

nearby premises or locations and connect both sites via NEXTLINK owned or NEXTLINK leased facilities. Notwithstanding the foregoing, establishment of an equipment arrangement in any non-contiguous space shall not be considered an expansion of the collocation space.

1.6 Wireless Collocation. Where technically feasible, BellSouth will provide for physical collocation of NEXTLINK's Wireless equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of NEXTLINK's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

1.6.1 Wireless Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and wireless antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The parties acknowledge that Wireless Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available at all times during the term of this Agreement. NEXTLINK accepts the responsibility of determining unobstructed line-of-sight at any location where NEXTLINK applies for Wireless Collocation.

1.6.2 Wireless Collocation shall be provided in accordance with the terms of this Agreement and in accordance with the terms and conditions set forth in Exhibit A, incorporated herein by this reference.

1.7 Term. The term of this Agreement shall be for a period beginning with the date that both Parties have executed the Agreement and shall end on the month and day three years from the beginning date or the date a complete interconnection agreement is effective, whichever date is earlier.

## 2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the first day after NEXTLINK's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify NEXTLINK that the Collocation Space is ready for occupancy. NEXTLINK must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. If NEXTLINK fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event NEXTLINK's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to NEXTLINK with respect to said Collocation Space. NEXTLINK may request an extension beyond one hundred (180) days upon a demonstration that it has made a good faith effort to complete installation by the

prescribed date or circumstances beyond its reasonable control prevented NEXTLINK from completing installation by the prescribed date. BellSouth shall not unreasonably withhold its consent to such extension and shall consent to any extension required because of BellSouth's actions or inactions. Termination of NEXTLINK's rights to the Collocation Space pursuant to this paragraph shall not operate to release NEXTLINK from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, NEXTLINK's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

**2.3 Termination.** NEXTLINK may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, NEXTLINK at its expense shall remove its equipment and other property from the Collocation Space. NEXTLINK shall have thirty (30) days from the termination date to complete such removal; provided, however, that NEXTLINK shall continue payment of monthly fees to BellSouth until such date as NEXTLINK has fully vacated the Collocation Space. Should NEXTLINK fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of NEXTLINK at NEXTLINK's expense and with no liability for damage or injury to NEXTLINK's property unless caused by the negligence or intentional misconduct of BellSouth.

### **3. USE OF COLLOCATION SPACE**

**3.1 Equipment Type.** BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provided telecommunications services. Such equipment must meet industry standards. NEXTLINK shall not use the Collocation Space for marketing purposes. NEXTLINK shall place no signs or marking of any kind (except for a plaque or other identification affixed to NEXTLINK's equipment and reasonably necessary to identify NEXTLINK's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

**3.2 Entrance Facilities.** NEXTLINK may elect to place NEXTLINK-owned or NEXTLINK-leased entrance facilities provided by BellSouth or any third Party into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. NEXTLINK will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. NEXTLINK will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to NEXTLINK's equipment in the Collocation Space. NEXTLINK must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. NEXTLINK is responsible for maintenance of the entrance facilities.

**3.2.1** Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide

NEXTLINK with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to NEXTLINK'S arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is denied due to lack of capacity, BellSouth will so state in the Application response and provide reasonable documentation and an explanation as to whether the space is reserved for BellSouth or another CLEC.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

3.2.3 NEXTLINK may utilize spare capacity on an existing NEXTLINK entrance facility for the purpose of providing an entrance facility to another interconnector collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should NEXTLINK request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request; Provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to NEXTLINK by BellSouth, NEXTLINK shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between NEXTLINK's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. NEXTLINK may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. NEXTLINK or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 NEXTLINK's Equipment and Facilities. NEXTLINK is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by NEXTLINK in the Collocation Space. Without limitation of the foregoing provisions, NEXTLINK will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including

replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to NEXTLINK when access to the Collocation Space is required. NEXTLINK may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NEXTLINK will not bear any of the expense associated with this work.

3.7 Access and Administration. NEXTLINK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require NEXTLINK to traverse restricted areas. All employees, agents and contractors of NEXTLINK having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by NEXTLINK or certified vendor which contains a current photo, the individual's name and company name/logo. NEXTLINK agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign NEXTLINK's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, NEXTLINK shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NEXTLINK violate the provisions of this paragraph, BellSouth shall give written notice to NEXTLINK, which notice shall direct NEXTLINK to cure the violation within forty-eight (48) hours of NEXTLINK actual receipt of written notice or, at a minimum, to commence curative measures within 48 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If NEXTLINK fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to NEXTLINK's equipment.

BellSouth will endeavor, but is not required, to provide notice to NEXTLINK prior to taking such action and shall have no liability to NEXTLINK for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, NEXTLINK may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by NEXTLINK in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by NEXTLINK at any time. Any damage caused to the Collocation Space by NEXTLINK's employees, agents or representatives during the removal of such property shall be promptly repaired by NEXTLINK at its expense.

3.10 Alterations. In no case shall NEXTLINK or any person acting on behalf of NEXTLINK make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NEXTLINK.

#### 4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. NEXTLINK shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit B. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in NEXTLINK's Collocation Space(s) and an estimate of the amount of square footage required. NEXTLINK may list a Non-Certified Vendor on the application, but the vendor must be Certified before BellSouth can establish a BONA FIDE Firm Order date for such application.

4.1.1 Application Response--No Space. BellSouth will respond to NEXTLINK's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates. In the event BellSouth cannot provide the requested Collocation Space, BellSouth shall provide, within fifteen (15) business days of receipt of an application for up to five (5) sites, a preliminary response regarding the unavailability of space. The final response regarding the unavailability of space shall be provided within thirty (30) business days of the submission of up to five (5) site application and shall be accompanied with a refund of the application fee. When NEXTLINK submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnectors, BellSouth and NEXTLINK will negotiate in good faith a prioritization of the requests and a reasonable response timeframe. The preliminary response intervals on six (6) to ten (10) applications for space within the same state submitted within a fifteen (15) business day interval shall be within twenty-five (25) business days. The preliminary response

intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of the multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

**4.1.2 Application Response-Space Available.** When space is available, and NEXTLINK has submitted up to five (5) applications for space within the same state within a fifteen business day interval, BellSouth will respond to said applications within thirty (30) business days of receipt of the complete application. When NEXTLINK submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnectors, BellSouth and NEXTLINK will negotiate in good faith a prioritization of the requests and a reasonable response timeframe. Responses to six (6) to ten (10) applications for space within the same state submitted within a fifteen (15) business day interval shall be made within forty-five (45) business days. The response intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of the multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by NEXTLINK or differently configured, NEXTLINK may amend its application to reflect the actual space available. Such amendment will not effect the time intervals regarding the collocation application process.

**4.2 Bona Fide Firm Order.** NEXTLINK shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires NEXTLINK to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to NEXTLINK's Application/Inquiry.

**4.2.1** BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of NEXTLINK's bona fide firm order within 15 days of receipt indicating that the bona fide firm order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a firm order confirmation and the firm order date.

**4.2.2** BellSouth will permit one site visit after receipt of the bona fide firm order. Security escort charges will be assessed for the site visit. An additional site visit may be authorized where circumstances so require and by the agreement of BellSouth. Such agreement may not be unreasonably withheld, provided however that the visit shall be scheduled to accommodate the availability of BellSouth's Premises personnel.



4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete collocation space when construction is under ordinary conditions within 120 days of receipt of complete and accurate bona fide firm order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, hvac, cabling and the power plant(s). BellSouth will use best efforts to complete collocation arrangements under ordinary conditions in less than 120 days where the infrastructure rearrangement or accommodations allow. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate bona fide firm order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from NEXTLINK per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ada compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and NEXTLINK will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space including space for Wireless Collocation, if applicable, and the equipment configuration requirements as designated by NEXTLINK on its bona fide firm order. In the event NEXTLINK materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period (e.g. 120 or 180 days) will be provided to NEXTLINK during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate NEXTLINK's application as a result of changes requested by NEXTLINK to NEXTLINK's original application, then BellSouth will charge NEXTLINK a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require NEXTLINK to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 5 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. NEXTLINK shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide NEXTLINK with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing NEXTLINK's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and

NEXTLINK upon successful completion of installation. The Certified Vendor shall bill NEXTLINK directly for all work performed for NEXTLINK pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying NEXTLINK or any vendor proposed by NEXTLINK, including vendors lacking BellSouth certification at the time of the proposal. Upon NEXTLINK's request and with the candidate vendor's approval, BellSouth will provide a progress report on the status of the vendor in the certification process.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. NEXTLINK shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide NEXTLINK with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NEXTLINK. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the United States Telephone Association Environmental Hazard Guidelines.

4.6 Basic Telephone Service. Upon request of NEXTLINK, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. NEXTLINK's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by NEXTLINK divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse NEXTLINK in an amount equal to NEXTLINK's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of NEXTLINK, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. NEXTLINK may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. NEXTLINK may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill NEXTLINK for activities associated with the space enclosure construction.

4.9 Virtual Collocation Transition. To the extent space becomes available, NEXTLINK may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate nonrecurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. Notwithstanding the foregoing, where NEXTLINK has requested a

physical collocation arrangement at a particular site and BellSouth determined that no space was available and NEXTLINK proceeded with a virtual collocation arrangement, if within 6 months of NEXTLINK's application for a physical collocation arrangement at that location, physical space does become available to NEXTLINK, BellSouth will reimburse NEXTLINK for the nonrecurring charges associated with establishing the NEXTLINK virtual arrangement.

4.10 Cancellation. If NEXTLINK cancels its order for the Collocation Space(s), NEXTLINK will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount NEXTLINK would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

## 5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, NEXTLINK shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following NEXTLINK's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5 when NEXTLINK requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to NEXTLINK in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when NEXTLINK desires to modify the use of the collocation space. NEXTLINK shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by NEXTLINK in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by NEXTLINK for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or

construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3,100.00.

**5.6 Floor Space.** The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power NEXTLINK's equipment. When the Collocation Space is enclosed by walls or other divider, NEXTLINK shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NEXTLINK shall pay floor space charges based upon the number of square feet contained in a shadow print of NEXTLINK's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents NEXTLINK's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date NEXTLINK first occupies the Collocation Space, whichever is sooner.

**5.7 Power.** (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to NEXTLINK's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by NEXTLINK's certified vendor. NEXTLINK's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of NEXTLINK's request to collocate in that central office ("Power Plant Construction"), NEXTLINK shall pay its prorata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify NEXTLINK of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. NEXTLINK shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. NEXTLINK shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. NEXTLINK has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement NEXTLINK shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever NEXTLINK or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit B.

5.9 Billing Disputes. Each Party shall notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties shall endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. In the case of a dispute, NEXTLINK shall pay all undisputed charges and BellSouth shall continue to perform pursuant to this Agreement during the resolution period for the disputed charges.

5.9.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute shall be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute shall be escalated to the third level of management for each of the respective Parties for resolution.

5.9.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute shall be escalated to the fourth level of management for each of the respective Parties for resolution.

5.9.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute shall be resolved in accordance with the procedures set forth in the General Terms and Conditions of this Agreement.

5.9.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth below. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.10 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). NEXTLINK will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

## 6. INSURANCE

6.1 NEXTLINK shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit C attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 NEXTLINK shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 NEXTLINK may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to NEXTLINK to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by NEXTLINK shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all NEXTLINK's property has been removed from BellSouth's Central Office, whichever period is longer. If NEXTLINK fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NEXTLINK.

6.5 NEXTLINK shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NEXTLINK shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from NEXTLINK's insurance company. NEXTLINK shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
3535 Colonnade Parkway, S9A1  
Birmingham, Alabama 35243

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

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

## 7. MECHANICS LIENS

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

## 8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of NEXTLINK's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NEXTLINK's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NEXTLINK adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NEXTLINK with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## 9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of NEXTLINK will be permitted in the BellSouth Central Office. NEXTLINK shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

## 10. INDEMNITY/LIMITATION OF LIABILITY

10.1 Liability of BellSouth. Unless expressly stated otherwise in this Agreement, BellSouth's liability to NEXTLINK during any contract year, resulting from any and all causes, shall not exceed the amount due and owing by NEXTLINK to BellSouth during the contract year in which such cause arises or accrues.

10.2 Liability of NEXTLINK. Unless expressly stated otherwise in this Agreement, NEXTLINK's liability to BellSouth during any contract year, resulting from any and all causes, shall not exceed the amount due and owing by NEXTLINK to BellSouth during the contract year in which such cause arises or accrues.

10.3 Customers. Each party shall, to the greatest extent permitted by applicable law, include in its local switched services tariff, if it files one in a particular state, or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Network Elements provided under this Agreement, a limitation of liability that (i) covers the other Party to the same extent the first Party covers itself, and (ii) limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.4 No Consequential Damages. NEITHER NEXTLINK NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10.4 OR SECTION 10.1 SHALL LIMIT BELLSOUTH'S OR NEXTLINK'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR NEXTLINK'S NEGLIGENT ACT OR OMISSION, OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10.4 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

10.5 Obligation to Indemnify. Each Party shall, at the other's request, defend, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including, without limitation, all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively "Damages") arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of applicable law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or any



other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from NEXTLINK or NEXTLINK's customer's use of the Services and Elements provided under this Agreement.

**10.6 Obligation to Defend; Notice; Cooperation.** Whenever a Claim shall arise for indemnification under this Section, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any Indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate, and to cause its employees and agents to cooperate, with the other Party in the defense of any such Claim, and the relevant records of each Party shall be available to the other Party with respect to any such defense.

## **11. DESTRUCTION OF COLLOCATION SPACE.**

**11.1** In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for NEXTLINK's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NEXTLINK's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to NEXTLINK, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any

repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. NEXTLINK may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If NEXTLINK'S acceleration of the project increases the cost of the project, then those additional charges will be incurred by NEXTLINK. Where allowed and where practical, NEXTLINK may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NEXTLINK shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NEXTLINK'S permitted use, until such Collocation Space is fully repaired and restored and NEXTLINK'S equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

## 12. EMINENT DOMAIN

12.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and NEXTLINK shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

## 13. NONEXCLUSIVITY

13.1 NEXTLINK understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## 14. NOTICES

14.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by NEXTLINK or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

ALEC Account Team  
Room E4E1  
3535 Colonnade Parkway  
Birmingham, AL 36243

To NEXTLINK:

Howard Murray  
NEXTLINK Florida, Inc.  
476 Highway A1A, Ste. 6B  
Satellite Beach, FL 32937

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with a copy to:

General Attorney - COU  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375

with a copy to

Aisne Miller  
Director, Regulatory and Public Policy  
NEXTLINK Communications, Inc.  
155 108<sup>th</sup> Ave., NE Ste. 810  
Bellevue, WA 98004

14.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

## 16. FORCE MAJEURE

15.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference ( and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

## 16. ASSIGNMENT

16.1 NEXTLINK acknowledges that this Agreement does not convey any right, title or interest in the Central Office to NEXTLINK. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

## 17. NO IMPLIED WAIVER

17.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

## 18. RESOLUTION OF DISPUTES

18.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the

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state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement. In the event that the commission lacks jurisdiction, parties should be permitted to seek resolution in a court or other forum of competent jurisdiction.

## 19. SECTION HEADINGS

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

## 20. AUTHORITY

20.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

## 21. REVIEW OF AGREEMENT

21.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and NEXTLINK and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

## 22. GOVERNING LAW

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the dispute arose or where the interconnection is at issue, without regard to that state's conflict of laws principle.

## 23. TREATMENT OF PROPRIETARY AND CONFIDENTIAL INFORMATION

23.1 Confidential Information. It may be necessary for BellSouth and NEXTLINK to provide each other with certain confidential information, including trade secret information including, but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "information"). The information shall not be copied or reproduced in any form, except for internal use as agreed to by the Parties. BellSouth and NEXTLINK shall receive such information and not disclose such information. BellSouth and NEXTLINK shall protect the information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and NEXTLINK with a need to know such information, and which employees who agree to be bound by the terms of this Section. BellSouth and NEXTLINK will use the same standard of care to protect information received as they would use to protect

their own confidential and proprietary information. No employee or agent of either Party with end user marketing responsibility shall have access to Confidential Information.

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Section, unless otherwise confirmed in writing by the Discloser. By way of example and not limitation, all orders for Services and Network Elements placed by NEXTLINK pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data whether disclosed by NEXTLINK to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information under this Agreement.

23.2 Exception to Obligation. Notwithstanding the foregoing, neither Party shall be obligated to protect any portion of such Confidential Information that is: (i) made publicly available by the owner of the information or lawfully disclosed by a Party other than BellSouth or NEXTLINK; or (ii) lawfully obtained from any source other than the owner of the information.

23.3 Survival. This Section shall survive for three (3) years after expiration of the Agreement.

#### 24. ENTIRE AGREEMENT

24.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and NEXTLINK and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.      NEXTLINK Florida, Inc.

Jerry Hendrix  
Signature

Jerry D. Hendrix  
Name

Director-Interconnection Services/Pricing  
Title

4-8-98  
Date

R. Gerard Saleme  
Signature

R. Gerard Saleme  
Name

VP - External Affairs  
Title

4-8-98  
Date

## WIRELESS COLLOCATION

### 1. PROVISIONING PROCESS AND FEES

#### 1. Initial Site Visit

- 1.1 NEXTLINK will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) NEXTLINK wishes to visit for potential Wireless Collocation. Such site visit consists of NEXTLINK representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. NEXTLINK will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate NEXTLINK to request, or BellSouth to provide, Wireless Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of NEXTLINK's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

#### 2. Site Visit Request Fee

- 2.1 NEXTLINK will submit a Site Visit Request fee of \$250.00 and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to NEXTLINK at BellSouth's loaded labor rates on a per hour basis in addition to the \$250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact NEXTLINK in an effort to discuss possible alternatives.

#### 3. Wireless Collocation Application

- 3.1 NEXTLINK shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:
  - Type of antenna mount (pipe, NPRM)
  - Type of equipment to be collocated within NEXTLINK's case (vendor, capacity)
  - Line of sight requirements (Azimuth)
  - Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
  - WEIGHT AND CONFIGURATION

- Other relevant information as identified at the INITIAL site visit.

- 3.2 Roof Inspection: BellSouth may require a roof inspection at any site where NEXTLINK requests Wireless Collocation. NEXTLINK will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Wireless Collocation on the site.
- 3.3 If BellSouth concludes that rooftop/exterior space which provides NEXTLINK with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide NEXTLINK a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to NEXTLINK's application.
- 3.4 Escorted access to the roof will be provided as necessary by BellSouth, at NEXTLINK's expense. Charges for escorted access to the roof are listed in this Exhibit as Attachment 1. BellSouth or its designated subcontractors shall perform all necessary work associated with the Wireless Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor.

#### 4. Charges Associated with Wireless Collocation

- 4.1 Non-recurring charges shall be assessed for such items as architectural plan and structural review, permitting review; exterior and related interior building modification work; supervision of general contractor work; and special security construction work. Such charges shall be provided to NEXTLINK after BellSouth's review of the Wireless Collocation application.
- 4.2 The following are the recurring charges associated with Wireless Collocation:
- 4.2.1 Monthly Recurring Roof-Top Space Rental Fee: The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per wireless arrangement as set forth in this Exhibit as Attachment 2. NEXTLINK is limited to the placement of two wireless antenna (e) within its space, each with a limit of 30 inches in diameter and a height limitation of 20 feet above the building or point of attachment, subject to line-of-sight and structural engineering guidelines. NEXTLINK agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth



which shall not be unreasonably withheld. Requests for larger or additional equipment, including antenna (e) will be handled on an individual case basis (ICB).

4.2.2 If BellSouth is required to do space preparation for the rooftop space, the start date for payment of the Rooftop Space Rental Fee shall be the date the space is made available to NEXTLINK to begin wireless equipment installation. When BellSouth does not have to perform space preparation, the billing for rooftop space rental will start when the construction of the collocation space inside of the Central Office has been completed. BellSouth will work with NEXTLINK to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

4.2.3 Payment of non-recurring charges shall be as set forth in the Agreement.

#### **5. Equipment Testing and Use Permits:**

5.1, NEXTLINK shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna (e) required for the Wireless Collocation. NEXTLINK shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

5.2 NEXTLINK shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. NEXTLINK shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

#### **6. No Property Right Conferred**

6.1 Notwithstanding anything contained herein to the contrary, Wireless Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and NEXTLINK hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) NEXTLINK Wireless Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

6.2 Title to NEXTLINK's Wireless Collocation equipment shall remain in NEXTLINK as the property of NEXTLINK and shall not become fixtures to BellSouth's property.

#### **7. RESPONSIBILITY OF THE PARTIES**

7.1 NEXTLINK shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and

buildings permits, FCC licenses and FAA approval, if required, to operate and maintain NEXTLINK's facilities during the Term of this Agreement.

- 7.2 NEXTLINK shall not use BellSouth's property or permit NEXTLINK's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of NEXTLINK's Wireless Collocation equipment. NEXTLINK shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- 7.3 Where BellSouth performs the work, BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include NEXTLINK as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify NEXTLINK from losses, costs and expenses incurred as a result of contractor's work. NEXTLINK hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that NEXTLINK shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.
- 7.4 Notwithstanding any other provision of this Attachment, NEXTLINK hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). NEXTLINK shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, NEXTLINK's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF

radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

- 7.4.1 BellSouth will manage roof space on a first-come/first-served basis. BellSouth will work cooperatively with NEXTLINK in determining suitable space for NEXTLINK equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, NEXTLINK is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs NEXTLINK's existing line of sight, BellSouth will work with NEXTLINK to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.
- 7.4.2 If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.
- 7.5 In the event NEXTLINK desires to relocate any of its then-existing Wireless Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, NEXTLINK shall submit, pursuant to the requirements of the Agreement, a new application with fee to BellSouth specifying the new location NEXTLINK proposes to occupy. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.
- 7.6 At its sole cost and expense, NEXTLINK shall maintain NEXTLINK's wireless equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, NEXTLINK shall keep its Wireless Collocation space in a good, neat, sanitary and workmanlike condition. If NEXTLINK shall fail to keep its Wireless Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on NEXTLINK's behalf. In such event, NEXTLINK shall be liable to BellSouth for the cost and expense of such work, upon written demand.
- 7.7 NEXTLINK is responsible for providing and running the cable from the radio frequency (RF) equipment to the physical collocation arrangement. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 2 to this Exhibit. A BellSouth consultant must approve how the cable will be run. This provision supplements the appropriate provisions of the Agreement.

## **8. Antenna Modifications**

- 8.1 NEXTLINK is limited to placement of two wireless antenna (e) within the designated space. NEXTLINK must submit an application with a fee before adding additional equipment to the Wireless Collocation space or to move equipment outside of designated space. NEXTLINK may not construct improvements or make Major Alterations to its rooftop space or wireless transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. Anything outside of normal maintenance may require a subsequent application fee.

**9. Use Of Antenna Space On Other BellSouth Towers**

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

**10. Equipment Removal**

- 10.1 If, at any time, BellSouth reasonably determines that any of NEXTLINK's facilities or equipment or the installation of NEXTLINK's facilities or equipment does not meet the requirements outlined in this Agreement,
- ✓ NEXTLINK will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If NEXTLINK fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to NEXTLINK, BellSouth may have the facilities or equipment removed or the condition correct at NEXTLINK's expense. Removal of Wireless Collocation equipment shall be pursuant to provision III.H in the Collocation Agreement.

**11. Nature Of Use**

- 11.1 NEXTLINK equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision III.A of the collocation agreement also apply. The operation of NEXTLINK's wireless equipment shall comply with all applicable federal and state RF guidelines.

**12. Power Requirements For Wireless Arrangement**

- 12.1 BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by NEXTLINK to provide power or environmental support to the roof space, NEXTLINK will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in Agreement will apply.

**13. Grounding And Bonding**

- 13.1 NEXTLINK at its expense will insure that any wireless equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

**14. Collocation Agreement Provisions**

Any provision provided specifically herein shall be in addition to applicable provisions in the Agreement.

**WIRELESS COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS**

**Non-recurring charges - Relating to Wireless Roof Equipment**

1) **Wireless Preparation Fees**

Architectural Plan and Structural Review  
Exterior and Related Interior Building Modification Work  
General Contractor Supervision  
Special Security Construction

2) **Coring/Cable Pull**

Electrical and Building modification work for coring  
Weather Proofing  
Pulling cable to collocation equipment

3) **Roof Preparation (If applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

**Recurring charges - Relating to Wireless Roof Equipment**

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

WIRELESS COLLOCATION RATES

**Non-recurring charges**

- |   |                   |
|---|-------------------|
| 1) Wireless Prep fee                                  | [ICB FOR EACH CO] |
| 2) Coring/Cable Pull                                  | [ICB FOR EACH CO] |
| 3) Roof Preparation /Exterior Cable Support Structure | [ICB FOR EACH CO] |
| 4) Wireless Installation                              | [ICB FOR EACH CO] |
| 5) Additional Charges*                                | [BASED ON ICB]    |

\* Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

**Monthly recurring rates**

- |                              |                   |
|------------------------------|-------------------|
| 1) Roof space (per sq. ft.)* | \$ 5.50 (interim) |
|------------------------------|-------------------|

\* A minimum of 12 square feet is required per wireless arrangement. The final rate will be no less than \$4.95 and no greater than \$6.05

**WIRELESS COLLOCATION APPLICATION ATTACHMENT**

1. Name/Address of Central Office (s)
2. Proposed Rooftop/Exterior Space Location of Wireless Equipment
3. Description of Wireless Equipment
4. Other



PHYSICAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates. Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

Application - per Arrangement/per Location-Nonrecurring	\$3,100.00
Subsequent Application Fee (Note 1)	\$1,600.00
Space Preparation Fee - Nonrecurring (Note 2)	ICB
Space Enclosure Construction Fee, per 100 ft.- Nonrecurring (Note 2)	\$3,750.00
Additional Engineering Fee (Note 3)	ICB
Cable Installation - per Entrance Cable	\$2,750.00
Floor Space Zone A, per Square Foot, per Month	\$4.28
Floor Space Zone B, per Square Foot, per Month	\$4.09
Power Per AMP, per Month	\$3.86
Cable Support Structure, per Entrance Cable	\$13.35
POT Bay (Optional Point of Termination Bay)	
Per 2-Wire Cross - Connect, per Month	\$0.18
Per 4-Wire Cross - Connect, per Month	\$0.44
Per DS1 Cross - Connect, per Month	\$0.44
Per DS3 Cross - Connect, per Month	\$3.66
Cross-Connects	
2-Wire Analog, per Month	\$0.30
4-Wire Analog, per Month	\$0.50
Nonrecurring 2-wire and 4-wire	\$9.25
DS1, per Month	\$3.07
Nonrecurring - First/Additional	\$113.75/\$14.25
DS3, per Month	\$39.64
Nonrecurring - First/Additional	\$113.75/\$14.25
Direct Connection (Note 4)	
(1) Fiber Arrangement, per Month, per Cable, per Linear Foot	\$0.06
- with Initial Application - Nonrecurring, per Arrangement	n/a
- Subsequent to Application - Nonrecurring, per Arrangement	\$246.00
(2) Copper and Coaxial Arrangement, per Month, per Cable, per Linear Foot	\$0.03
- with Initial Application, per Arrangement	n/a
- Subsequent to Application, per Arrangement	\$246.00

Security Escort	
Basic - 1st half hour	\$41.00
Overtime - 1st half hour	\$48.00
Premium - 1st half hour	\$55.00
Basic - additional	\$25.00
Overtime - additional	\$30.00
Premium - additional	\$35.00

**Notes:**

NRC: Non-recurring Charge - one-time charge

RC: Recurring Charge - charges monthly

ICB: Individual Case Basis - one-time charge

- (1) Subsequent Application Fee: BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BellSouth termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee.
- (2) Space Preparation Fee: The Space preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.

(2) Continued

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 100 square-foot increments, with a minimum space enclosure size of 100 square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Interconnector for the space enclosure, and this fee shall not be applicable.

- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.
- (4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Interconnector may connect to other interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Interconnector must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Interconnector. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

**Bona Fide Physical Collocation Arrangements**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

**Central Office Name:**  
**Central Office CLLI Code:**  
**City:**  
**State:**  
**Date of Bona Fide Firm Order:**

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**Central Office CLLI Code:**  
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