

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

May 10, 2007

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

filed electronically in docket office on 05/10/07

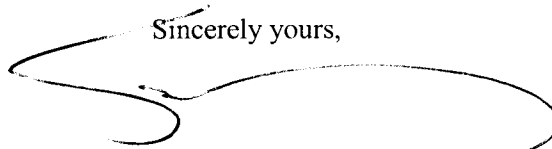
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 07-00111

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Long Distance, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated August 17, 2005. The Amendment relates to Collocation.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", with a large, sweeping loop at the end.

Guy M. Hicks

cc: Robert D. Eison, President, BellSouth Long Distance, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC.
AND BELLSOUTH LONG DISTANCE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, BellSouth Long Distance, Inc. ("BSLD") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated August 17, 2005 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BSLD and BellSouth state the following:

1. BSLD and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to BSLD. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 26, 2005.

2. The parties have recently negotiated an Amendment to the Agreement which relates to collocation. A copy of the Amendment is attached hereto.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, BSLD and BellSouth are submitting their Amendment to the TRA for its consideration and

approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and BSLD within 90 days of its submission. The Act provides that the TRA 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.

5. BSLD and BellSouth aver that the Amendment is consistent with the standards for approval.

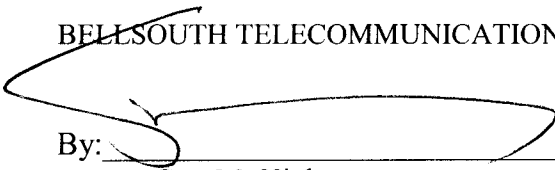
6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

BSLD and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 16th day of May, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 16th day of May, 2007:

Robert D. Eison
President
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace
Suite 350
Atlanta, GA 30346



Guy M. Hicks

**Amendment No. 3 to the Agreement
Between
BellSouth Long Distance, Inc.
and
BellSouth Telecommunications, Inc.
Executed July 18, 2005
Effective August 17, 2005**

Pursuant to this Amendment No. 3, (the "Third Amendment"), BellSouth Long Distance, Inc. (BSLD), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed July 18, 2005 and effective August 17, 2005 (Agreement) to be effective thirty (30) days after the date of the last signature executing the Amendment (Effective Date).

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. The Parties agree to amend the Agreement by adding Exhibit C to Attachment 4 – Physical Collocation, as set forth in Exhibit 1 attached hereto and made a part of this Amendment.
2. The Parties agree to amend Exhibit B of Attachment 4 – Physical Collocation of the Agreement, by adding the rates set forth in Exhibit 2 attached hereto and made a part of this Amendment.
3. This Amendment will be effective thirty (30) calendar days from the date of the last signature.
4. All of the other provisions of the Agreement shall remain in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: KRISTEN E. SHORE

Title: DIRECTOR

Date: 2/28/07

BellSouth Long Distance, Inc.

By: Robert D. Eisow

Name: ROBERT D. EISOW

Title: PRESIDENT

Date: 03/07/07

APPROVED AS TO FORM:
BY: CAH
ANNAMARIE LEMOINE
Attorney

**GLOBAL POSITIONING SYSTEM (GPS) ANTENNA PLACEMENT
PROVIDED IN CONJUNCTION WITH PHYSICAL COLLOCATION**

1. Scope of Exhibit

- 1.1 Where technically feasible, BellSouth will allow the placement of a Global Positioning System (GPS) antenna on the exterior wall of a BellSouth- Central Office building. The GPS antenna, and the associated GPS equipment (e.g., GPS receiver) located in BSLD's physical collocation space, shall be used solely for synchronization and timing purposes in association with BSLD's physically collocated equipment within the same BellSouth Central Office. A GPS antenna located on a BellSouth-designated antenna mounting bracket that is attached to the exterior wall of a BellSouth Central Office must be connected directly to BSLD's physical collocation arrangement within the same BellSouth Central Office via cabling (copper cable) that is placed in a designated BellSouth cable rack from the GPS antenna to BSLD's physical collocation space.
- 1.2 GPS facilities provided by BSLD shall include the required GPS antenna and cabling necessary to connect BSLD's physically collocated equipment to the GPS antenna mounting bracket, which has been agreed to by BSLD and BellSouth's Corporate Real Estate and Services ("CRES") organization and installed by a BellSouth employee or BellSouth Certified Supplier on the exterior wall of a BellSouth Central Office. BSLD shall have verified that BSLD's GPS antenna is capable of receiving a satisfactory signal prior to designating the location with BellSouth. BSLD shall not punch or drill holes in any external wall for the installation of its own GPS antenna mounting bracket(s) on the exterior wall of a BellSouth Central Office. The Parties shall work cooperatively to determine the appropriate type of GPS antenna mounting bracket required by BSLD to place its GPS antenna on the exterior wall of the requested BellSouth Central Office. Additional factors, such as those associated with permitting requirements and building code restrictions, will be considered by BellSouth prior to the installation of the requested GPS antenna mounting bracket and any cable racking that is necessary for BSLD to place its cabling from the antenna mounting bracket on the exterior wall of the BellSouth Central Office to its physical collocation space in the same BellSouth Central Office; however, BellSouth shall have final approval regarding the actual placement and type of GPS antenna mounting bracket that will be placed on the exterior wall of the requested BellSouth Central Office for BSLD's use.
- 1.3 No Property Rights Conferred. Notwithstanding anything contained herein, in Attachment 4, or in BSLD's Interconnection Agreement to the contrary, the placement of a GPS antenna on a BellSouth Central Office

building, which may only be used in conjunction with associated GPS equipment located in BSLD's physical collocation space for synchronization and timing purposes, shall not confer or be deemed to confer any property interest or property right in a BellSouth Central Office building or any other BellSouth property. BSLD hereby acknowledges that the rights conferred hereunder in this Exhibit D shall constitute merely a non-exclusive license to use a portion of BellSouth's Central Office building and property solely for the purposes set forth herein. Title to BSLD's GPS antenna and associated GPS equipment shall remain with BSLD as the property of BSLD and shall not become permanent fixtures to a BellSouth Central Office building or any other BellSouth property.

- 1.4 **Bonding and Grounding.** GPS equipment, connected directly to BSLD's GPS antenna on the exterior wall of the same BellSouth Central Office building, must be placed in BSLD's physical collocation space and comply with extraordinary bonding and grounding requirements, which are addressed in Section 2.4 of this Exhibit D.

2. Provisioning of GPS Facilities

- 2.1 BSLD must submit a separate GPS Application to BellSouth to request the placement of a GPS antenna on a BellSouth Central Office, as well as the placement and installation of the associated GPS equipment (e.g., GPS receiver). BSLD may not request the placement of a GPS antenna on BSLD's initial Physical Collocation Application, whereby BSLD is requesting initial physical collocation space in a BellSouth Central Office. BSLD may not submit a request to place a GPS antenna on a BellSouth Central Office until after BSLD has obtained physical collocation space or submitted a Bona Fide Firm Order ("BFFO") for physical collocation space in the same BellSouth Central Office as the requested GPS antenna. The initial placement and installation of GPS equipment (e.g., GPS receiver) shall be requested on the same GPS Application that BSLD submits to BellSouth requesting the placement of a GPS antenna at a specific BellSouth Central Office. If BSLD desires to place additional GPS equipment in BSLD's physical collocation space after the BSLD has submitted a BFFO for the initial installation of the GPS antenna and associated GPS equipment, a subsequent Physical Collocation Application must be submitted to BellSouth. Upon receipt of BSLD's request to place a GPS antenna on a BellSouth Central Office, BellSouth will determine the feasibility of accommodating the placement of a GPS antenna for the specific BellSouth Central Office requested, based on the information provided by BSLD in its GPS Application.
- 2.2 **Line of Sight.** BellSouth shall manage the placement of all requested GPS antenna mounting brackets on its exterior central office wall space on a first-come, first-served basis. The Parties acknowledge that the

functionality of GPS equipment requires an unobstructed line-of-sight to function properly. BellSouth and BSLD will work cooperatively to determine the most suitable placement of the initial GPS antenna mounting bracket on an exterior wall of a requested BellSouth Central Office to obtain an unobstructed line-of-sight. BSLD shall be responsible for determining that BSLD's GPS antenna can receive an acceptable signal prior to BellSouth's installation of the mounting bracket. BellSouth will reasonably attempt to locate BSLD's requested GPS antenna mounting bracket on a first or second story exterior wall of a requested BellSouth Central Office. However, if for any reason, an unobstructed line-of-sight is unavailable on the first or second story of an exterior wall on the requested BellSouth Central Office, BellSouth will work with BSLD to determine the proper placement of the requested GPS antenna mounting bracket to obtain an unobstructed line-of-sight, which may include, but not necessarily be limited to, an exterior wall above the second floor or on the roof of the BellSouth Central Office. After the site of the GPS antenna mounting bracket has been determined and agreed upon by the Parties, it will be BSLD's responsibility to ensure that the location of the GPS antenna is properly positioned to obtain an unobstructed line-of-sight. BellSouth will assist BSLD in making the determination of an unobstructed line-of-sight, where such is available; however, BellSouth shall make no guarantees that such unobstructed line-of-sight will be available in every BellSouth Central Office requested by BSLD. If, after BSLD has placed its GPS antenna on the GPS antenna mounting bracket installed by BellSouth and BellSouth performs a building enhancement or modification or if the placement of additional equipment on the exterior wall of the BellSouth Central Office obstructs BSLD's existing line of sight, BellSouth shall work cooperatively with BSLD to move the existing GPS antenna mounting bracket, by raising or lowering the height of the bracket, to obtain an unobstructed line-of-sight. BellSouth will be responsible for the costs to move the existing GPS antenna mounting bracket in the event BellSouth performs a building enhancement or modification or if the placement of additional equipment on the exterior wall of the BellSouth Central Office obstructs BSLD's existing unobstructed line of sight.

- 2.2.1 A minimum separation distance of three (3) linear feet must be maintained between existing GPS antennas and/or any other existing antennas and any new GPS antennas that BSLD has asked be installed on the exterior wall of a requested BellSouth Central Office. Collocated GPS antennas will not share wall penetrations. If a third party requests the placement of another GPS antenna mounting bracket on the exterior wall of the same BellSouth Central Office as the one in which BSLD has an existing GPS antenna, and the new GPS antenna mounting bracket will obstruct the line-of-sight of BSLD's existing GPS antenna, the third party request will be denied.

- 2.3 GPS Antenna and Equipment Placement. BSLD may submit a request to place a GPS antenna at a BellSouth Central Office on a BellSouth-designated GPS antenna mounting bracket, unless the Parties agree to the placement of a different type of GPS antenna mounting bracket that has been requested and provided by BSLD. BSLD may request the placement of multiple GPS antennas at the same BellSouth Central Office; however, BSLD must submit a separate GPS Application, via BellSouth's e.Application ordering system for collocation, for each GPS antenna that BSLD is requesting to place at a BellSouth Central Office. BellSouth will assess the applicable GPS Application Fee(s) for each request within thirty (30) days after BellSouth provides BSLD with the Application Response. Any GPS equipment required to operate the GPS antenna (such as a GPS receiver) shall be included on the same GPS Application that BSLD submits requesting the placement of the GPS antenna. If, after BSLD has submitted its BFFO for the initial installation of the GPS antenna and associated GPS equipment, BSLD desires to place and/or install additional GPS equipment in BSLD's physical collocation space, a Subsequent Application Fee or the appropriate Augment Application Fee will apply, pursuant to the rates set forth in Exhibit B of Attachment 4.
- 2.3.1 BSLD may not perform any construction, make any improvements, or undertake any alterations or modifications to BellSouth's exterior antenna mounting bracket or to BSLD's GPS antenna, cabling or equipment without prior written approval from BellSouth, which shall not be unreasonably withheld. Construction and provisioning intervals shall be negotiated and agreed to by the Parties during the Pre-Design Meeting described below in Section 5 of this Exhibit. BellSouth, or its designated BellSouth Certified Supplier, shall perform all necessary provisioning work that requires building modifications that may be associated with the installation of BSLD's GPS equipment, , unless otherwise agreed to by the Parties.
- 2.4 Equipment Safety Requirements. If BSLD and BellSouth mutually agree that the only location at the requested Central Office by which BSLD can obtain an unobstructed line-of-sight for the GPS signal is on the roof of the Central Office building, the roof-mounted GPS antenna and the associated GPS equipment located in BSLD's physical collocation space must meet the following safety requirements:
- Telcordia Network Equipment Building System (NEBS) Requirements, Criteria Level 1, as outlined in Telcordia Special Report SR-3580, Issue 1,
 - Bellsouth Engineering and Installation Standards – Central Office Equipment, TR 73503-11, Section 6.14

- 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

2.4.1 The operation of BSLD's GPS antenna and associated equipment shall comply with all applicable federal and state radio frequency guidelines.

2.5. Cable Provisioning BSLD's BellSouth Certified Supplier is responsible for providing and installing the necessary cabling, including weather-proofing the exterior wall penetration and fire stopping the cable/conduit penetrations through interior walls and floors, from BSLD's GPS antenna on the BellSouth designated GPS antenna mounting bracket located on the exterior wall of the BellSouth Central Office to BSLD's associated GPS equipment in the same BellSouth Central Office. BellSouth will provide the necessary coaxial cable support structure and BSLD will be assessed the applicable monthly recurring GPS Antenna Support Structure rate, per GPS antenna, per cable, as set forth in Exhibit B to Attachment 4, based on the physical location of the GPS antenna (1st floor, 2nd floor, 3rd floor and higher or on the roof of the BellSouth Central Office).

2.6 Equipment and Testing. BellSouth will designate the location of and install the GPS antenna mounting bracket requested by BSLD on the exterior wall of a BellSouth Central Office, including the penetration through the exterior wall(s). BellSouth will also designate the specific cable support structure that BSLD must use to place its cabling that is required to connect BSLD's GPS antenna to BSLD's associated GPS equipment. BellSouth will provide an exit to the exterior wall of the BellSouth Central Office upon which the GPS antenna mounting bracket has been installed, so BSLD will have access to its GPS antenna. BSLD shall be responsible for providing, at its sole expense, the GPS antenna, coaxial cable, connectors, grounding and bonding materials, weather-proofing materials, and any other required equipment associated with the placement and maintenance of BSLD's GPS antenna. BSLD's GPS antenna shall be used solely for synchronization and timing purposes and will be connected to BSLD's associated GPS equipment in the same BellSouth Central Office. BSLD shall be solely responsible for verifying that its GPS antenna can receive a satisfactory signal prior to BellSouth's designation of the location of the antenna mounting bracket and for performing any final adjustments (e.g., positioning) to its GPS antenna and any associated equipment in BSLD's physical collocation space.

3. **Application Process**

- 3.1 BSLD must submit a separate GPS Application for each GPS antenna requested, via BellSouth's e.Application ordering system for collocation, for approval to place each such requested GPS antenna at a specific BellSouth Central Office. The GPS Application Fee will be billed effective with the date BellSouth provides BSLD with an Application Response. GPS equipment required to operate the GPS antenna (such as a GPS receiver) shall be included on BSLD's GPS Application, which must be submitted via BellSouth's e.Application ordering system. The equipment required to operate the GPS antenna may only be placed in BSLD's physical collocation space. If BSLD desires to place additional GPS equipment in BSLD's physical collocation space after the BSLD has submitted a BFFO for the initial installation of the GPS antenna and associated GPS equipment, a Subsequent Application Fee or the appropriate Augment Application Fee will apply, pursuant to the rates set forth in Exhibit B of Attachment 4.

4. **Application Response**

- 4.1 After receiving BSLD's complete and accurate GPS Application, and the Parties have jointly agreed on the location of the GPS antenna mounting bracket, BellSouth will provide, as more fully described below, an Application Response including the monthly recurring GPS Antenna Support Structure charge, pursuant to the rates set forth in Exhibit B of Attachment 4.
- 4.2 Nonrecurring Charges. Nonrecurring Individual Case Basis (ICB) charges will apply for any GPS antenna mounting brackets placed on or above the third (3rd) floor or on the roof of a requested BellSouth Central Office, if such location is required for BSLD to obtain an unobstructed line-of-sight to operate its GPS equipment. Nonrecurring charges will be determined and assessed by BellSouth after BSLD has submitted its BFFO and may include, but not be limited to, recovery of the costs associated with the exterior wall penetration and weather sealing, the antenna mounting bracket, conduit from the interior of the exterior wall to the cable support structure associated with any GPS antenna installations on exterior wall surfaces above the 2nd floor or on the roof, and any necessary grounding or bonding of the antenna mounting bracket and wall penetration if the antenna is roof mounted. The nonrecurring charges associated with GPS antenna installations will be billed effective with the BFFO date on BSLD's next scheduled monthly billing statement and must be paid in full by the due date indicated on the billing statement to avoid a "hold" being placed by BellSouth on the installation and construction of BSLD's GPS antenna mounting bracket and related activities.
- 4.3 Monthly Recurring Charge. The GPS Antenna Support Structure monthly recurring charge recovers the costs associated with the right to use the

antenna mounting bracket on the exterior wall of the requested BellSouth Central Office and installing and maintaining the conduit/cable racking support structure that will be provided from the GPS antenna mounting bracket to BSLD's physical collocation space, where the associated GPS equipment is located. The GPS Antenna Support Structure rate element will be assessed, based on whether the GPS antenna mounting bracket has been installed on the first floor, second floor, or third floor and above, per GPS antenna, per central office, on a monthly recurring basis, pursuant to the rates set forth in Exhibit B of Attachment 4. BSLD's BellSouth Certified Supplier must perform the installation of the required cabling from BSLD's GPS antenna to BSLD's physical collocation space.

The monthly recurring GPS Antenna Support Structure billing shall begin on the date the GPS antenna mounting bracket space is made available to BSLD by BellSouth (Space Ready Date).

5. GPS Antenna Location Meeting

- 5.1 Unless otherwise agreed to by the Parties, a GPS antenna location meeting or other method of determining the location of the GPS antenna between BellSouth and BSLD will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design and location of the GPS antenna mounting bracket, the location of the required cabling support structure to be used to connect BSLD's GPS antenna with BSLD's physical collocation space, the equipment contemplated for installation in BSLD's physical collocation space for synchronization and timing purposes, and the specific equipment configuration requirements reflected by BSLD on the GPS Application and affirmed in BSLD's BFFO. If BellSouth has already installed a GPS antenna mounting bracket for BSLD at the requested BellSouth Central Office and BSLD is now requesting another GPS antenna at the same BellSouth Central Office, whether on the same exterior wall or a different exterior wall, BSLD must submit a new GPS Application for such additional GPS antenna mounting bracket. The determination of whether BellSouth will approve a request for an additional GPS antenna mounting bracket will be determined at BellSouth's sole discretion, which will not be unreasonably withheld, pursuant to the provisioning requirements noted in Section 2 above.
- 5.2 If BellSouth approves BSLD's request for the installation of a new or additional GPS antenna mounting bracket at a requested BellSouth Central Office, an estimated date of completion will be provided to BSLD at the GPS antenna location meeting or as soon as possible thereafter. BellSouth may adjust the estimated completion date, if through no fault of its own, there will be a delay in the installation of the GPS antenna mounting bracket. Such delay may be caused by, but is not limited to, building code

requirements, permitting delays, asbestos removal, equipment procurement issues, building construction or modifications, weather conditions, natural disasters, and/or national safety/security requirements. BellSouth will complete any required design work following the joint planning meeting as quickly as possible. This pre-design meeting may be combined with the joint planning meeting held between the Parties to discuss any provisioning work that must be performed by BellSouth to accommodate BSLD's request for initial physical collocation space or modifications/augments to BSLD's existing physical collocation space.

6. Responsibilities of the Parties

- 6.1 BSLD shall obtain any and all applicable and necessary permits, variances, licenses, approvals and/or authorizations from governmental agencies with jurisdiction, including without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain BSLD's GPS antenna(s) and associated equipment during the term of this Agreement.
- 6.2 BSLD shall not use BellSouth's property or permit BSLD's employees, agents or BellSouth Certified Suppliers to do anything in, on or about a BellSouth Central Office that is in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of BSLD's GPS antenna(s) and associated equipment placed in BSLD's physical collocation space. BSLD, its employees, agents or BellSouth Certified Suppliers 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.
- 6.3 Notwithstanding any other provision in this Exhibit D, BSLD hereby acknowledges that BellSouth may have existing GPS antennas, cabling and associated equipment of its own or that of other tenants or licensees on or at a BellSouth Central Office. BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other telecommunications providers for the installation, operation and maintenance of telecommunications facilities, including GPS antennas, cabling and associated equipment, in, on or at certain BellSouth properties, including BellSouth Central Offices. BSLD shall cooperate with BellSouth and all other telecommunications carriers so as to reasonably accommodate the needs and requirements of such other telecommunications carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, including other GPS antennas, cabling and associated equipment, which may or may not be collocated in a BellSouth Central Office, 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, BSLD's GPS antenna(s), cabling, and associated equipment shall not physically, electronically, or inductively interfere with existing equipment, and facilities, including GPS antennas, cabling and associated equipment, of BellSouth, BellSouth's customers, other telecommunications carriers' customers and/or other existing equipment, facilities, or property of BellSouth, its tenants or contractors. Each GPS receiver individually and all GPS receivers collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of radio frequency radiation. The foregoing obligations shall apply equally to all other telecommunications carriers.

- 6.4 At its sole cost and expense, BSLD shall maintain BSLD's own GPS antenna(s), cabling and associated equipment, including, without limitation, all necessary repairs, replacements and restorations that may be required. In addition, BSLD shall keep its GPS antenna(s), cabling and associated equipment in a good, neat, sanitary and workmanlike condition. If, after ten (10) days of receiving written notice from BellSouth, BSLD fails to keep its GPS antenna(s), cabling and associated equipment in such workmanlike condition, BellSouth shall have the right, but not the obligation, to make such necessary repairs, replacements and restorations required on BSLD's behalf. In such event, BSLD shall be liable to BellSouth for the cost and expense of such work, upon written demand for reimbursement of same.
- 6.5 Notwithstanding any other provisions of Attachment 4, BSLD shall not use the GPS Antenna Placement product provided pursuant to this Exhibit D, any other service related thereto or used in combination therewith, or place or use any such related equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; 3) compromises the privacy of any communications routed through the BellSouth Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any GPS antenna, equipment or facilities of BSLD violates the provisions of this paragraph, BellSouth shall provide written notice to BSLD, which shall direct BSLD to cure the violation within forty-eight (48) hours of BSLD's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the GPS antenna(s), BSLD's cabling from the GPS antenna mounting bracket to BSLD's physical collocation space, and the associated GPS equipment.

6.6 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if BSLD fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat. BellSouth will endeavor, but is not required, to provide notice to BSLD prior to the taking of such action and BellSouth shall have no liability to BSLD for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

6.7 Equipment Identification. BSLD shall place a plaque or affix other identification (e.g., stenciling or labeling) to BSLD's GPS antenna or antenna mounting bracket, cabling and associated GPS equipment, which includes the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify BSLD's GPS antenna, cabling facilities and associated equipment in the case of an emergency.

7. Limitation of Liability

7.1 Notwithstanding any other provisions contained herein, in Attachment 4, or in BSLD's Interconnection Agreement, BellSouth, nor BSLD, shall be liable for damages to the other Party's GPS antenna(s) or any other type of antenna(s), antenna mounting bracket, cabling or equipment installed on the exterior wall of a BellSouth Central Office that may result from, but not be limited to, vandalism, weather conditions, and natural disasters.

8. Equipment Removal

8.1 If, at any time, BellSouth reasonably determines that BSLD's GPS antenna(s), cabling and/or associated equipment or the installation of BSLD's GPS antenna(s), cabling and/or associated equipment does not meet the requirements outlined in this Exhibit D, BSLD shall be responsible for the costs associated with the removal of such GPS antenna(s), cabling and/or associated equipment or the modification of the GPS antenna(s), cabling and/or associated equipment or installation thereof to render the GPS antenna(s), cabling and/or associated equipment compliant. The removal of BSLD's GPS antenna(s), cabling and/or associated equipment must be performed by a BellSouth Certified

Supplier. If BSLD fails to correct any non-compliance issues associated with these standards or fails to demonstrate that the GPS antenna(s), cabling and/or associated equipment is compliant within fifteen (15) days' written notice to BSLD, BellSouth may have the GPS antenna(s), cabling and/or associated equipment removed or the condition corrected at BSLD's expense. Removal of BSLD's GPS antenna(s), cabling and/or associated equipment shall be pursuant to the provisions contained in Section 4.5 of Attachment 4.

- 8.2 In the event, BSLD elects to disconnect its GPS antenna(s) at a particular BellSouth Central Office, BSLD must submit a GPS Application requesting the disconnection of a specific antenna (must be clearly identified on the GPS Application) or all GPS antennas at a particular BellSouth Central Office. Such disconnection shall be effective upon BellSouth's acceptance of the GPS Antenna/Cabling Removal Form. Billing for monthly recurring charges will cease on the date that BSLD and BellSouth conduct an inspection of the GPS antenna mounting bracket and cable racking and jointly sign off on the GPS Antenna/Cabling Removal Form or on the date that BSLD signs off on the GPS Antenna/Cabling Removal Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the GPS antenna mounting bracket and cable support structure. If the subsequent inspection by BellSouth reveals any discrepancies, monthly recurring charges will cease on the date that BellSouth and BSLD jointly conduct an inspection, confirming that BSLD has corrected all of the noted discrepancies identified by BellSouth. A GPS Application Fee will not apply for the disconnection of the GPS antenna and cabling; however, specific disconnect fees shall be applied pursuant to the rates contained in Exhibit B of Attachment 4 for the disconnection of the GPS antenna and the removal of the associated cabling in BellSouth's cable support structure. BellSouth shall have the authority to disconnect BSLD's GPS Antenna and terminate BSLD's right to occupy physical collocation space in the event BSLD fails to comply with any provision of this Exhibit, Attachment 4 or Agreement, including the non-payment of the applicable fees contained in Exhibit B of this Attachment, for such GPS antenna(s), cabling, and physical collocation space.

9. Collocation Attachment Provisions

- 9.1 Any provision provided specifically herein shall be in addition to applicable provisions contained in Attachment 4.

COLLOCATION - Alabama														
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B		
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
First	Add'l	First	SOMAN	SOMAN	SOMAN									
PHYSICAL COLLOCATION														
GPS	Physical Collocation - GPS Application Fee, per Application													
	Physical Collocation - GPS Antenna Support Structure, First Floor, per Antenna, per Central Office			GPS	PE1GA		2,853.90							
	Physical Collocation - GPS Antenna Support Structure, Second Floor, per Antenna, per Central Office			GPS	PE1GB	89.13				958.81				
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office			GPS	PE1GC	107.19				958.82				
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office			GPS	PE1GE	0.50								

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			
						Rec	Nonrecurring		Nonrecurring Disconnect First			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l		SOME	SOMAN				OSS Rates(\$)
PHYSICAL COLLOCATION															
GPS															
	Physical Collocation - GPS Application Fee, per Application														
	Physical Collocation - GPS Antenna Support Structure, First Floor, per Antenna, per Central Office		GPS		PE1GA		2,853.90								
	Physical Collocation - GPS Antenna Support Structure, Second Floor, per Antenna, per Central Office		GPS		PE1GB	89.13			958.81						
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS		PE1GC	107.19			958.82						
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS		PE1GE	0.50									

COLLOCATION - Georgia										Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
					Rec	Nonrecurring First	Nonrecurring Add'l	First	Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)	SOMAN
PHYSICAL COLLOCATION													
GPS													
	Physical Collocation - GPS Application Fee, per Application												
	Physical Collocation - GPS Antenna Support Structure, First Floor, per Antenna, per Central Office		GPS	PE1GA		2,853.90							
	Physical Collocation - GPS Antenna Support Structure, Second Floor, per Antenna, per Central Office		GPS	PE1GB	89.13			958.81					
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS	PE1GC	107.19			958.82					
	Second Floor, per Antenna, per Central Office		GPS	PE1GE	0.50								

COLLOCATION - Louisiana													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l							First	Add'l
PHYSICAL COLLOCATION																
GPS																
	Physical Collocation - GPS Application Fee, per Application															
	Physical Collocation - GPS Antenna Support Structure, First Floor, per Antenna, per Central Office															
	Physical Collocation - GPS Antenna Support Structure, Second Floor, per Antenna, per Central Office		GPS	PE1GA												
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS	PE1GB	89.13											
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS	PE1GC	107.19											
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office		GPS	PE1GE	0.50											

COLLOCATION - Mississippi										Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l						Nonrecurring Disconnect First	Add'l
PHYSICAL COLLOCATION															

COLLOCATION - Tennessee																	
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B							
						Nonrecurring First	Add'l			Rec	Nonrecurring First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
PHYSICAL COLLOCATION																	
GPS	Physical Collocation - GPS Application Fee, per Application																
	Physical Collocation - GPS Antenna Support Structure, First Floor, per Antenna, per Central Office			GPS	PE1GA		2,853.90										
	Physical Collocation - GPS Antenna Support Structure, Second Floor, per Antenna, per Central Office			GPS	PE1GB	89.13							958.81				
	Physical Collocation - GPS Antenna Support Structure, Above Second Floor, per Antenna, per Central Office			GPS	PE1GC	107.19							958.82				
				GPS	PE1GE	0.50											