

COLLOCATION SECTION OF THE INTERCONNECTION AGREEMENT

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

**AMERICAN TELEPHONE TECHNOLOGY INC.
WASHINGTON**

COLLOCATION AGREEMENT

THIS COLLOCATION SECTION OF THE INTERCONNECTION AGREEMENT (“Agreement”) is made and effective as of _____, by and between U S WEST Communications, Inc., a Colorado corporation (“USW”), and American Telephone Technology, Inc. (“ATTI”), a subsidiary of Advanced Telecommunications, Inc. (“ATI”).

WHEREAS, USW is an incumbent local exchange carrier having a statutory duty to provide for “Collocation” of equipment necessary for interconnection or access to unbundled network elements at its Premises, in accordance with the Telecommunications Act of 1996 (the “Act”); and

WHEREAS, ATTI wishes to collocate certain of its equipment within USW’s premises and connect with USW in accordance with the Act;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USW and ATTI (the “Parties”) agree as follows:

SECTION 1. TERM

This Agreement shall run concurrently with the general interconnection agreement between the Parties. Unless otherwise specified herein, any reference to the term “days” means calendar days.

SECTION 2. COLLOCATION DESCRIPTION

2.1 Collocation allows for the placing of telecommunications equipment owned by ATTI within USW’s Central Office for the purpose of interconnection or accessing Unbundled Network Elements (UNEs) at USW premises and/or terminating EAS/Local and ancillary traffic.

2.1.1 Virtual Collocation

With a Virtual Collocation arrangement, ATTI is responsible for the procurement of its own telecommunications equipment which USW installs and maintains. ATTI does not have physical access to its equipment in the USW Central Office but will be granted access to the appropriate **point on the** cross-connect device as specified by ~~ATTI~~ **USW** for making any cross connections it may require for access to USW UNEs or for cross-connects to other collocated parties.

2.1.2 Caged Physical Collocation

Caged Physical Collocation allows ATTI to lease caged floor space in 100 square foot increments, up to a maximum of 400 square feet, for placement of its telecommunications equipment within USW's Central Office for the purpose of interconnecting with USW finished services or UNEs or for cross-connects to other collocated parties. ATTI is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate **point on the** cross-connect device ~~as specified by ATTI-USW~~ for connecting its equipment to USW UNEs. Either ICDF or interconnection tie pair or direct cabling **to USW's network via ICDF** will be available to ATTI where ATTI is physically collocated.

2.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Central Office. Any unused space will be made available to the extent technically feasible in standard 9 square foot, single bay increments. ATTI will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. As with both Virtual and Caged Physical Collocation, Cageless Physical Collocation will also include access to the appropriate **point on the** cross-connect device ~~as specified by ATTI-USW~~ in which ATTI can make connections to appropriate USW services or facilities, including, but not limited to, high capacity private line services, or UNEs or for cross-connects to other collocated parties. **ATTI will not be permitted to co-mingle their equipment on the same bay where USW equipment is located.**

2.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation offers Co-Providers the opportunity to share a caged physical space with each other for the purpose of interconnecting with appropriate USW services or facilities, including, but not limited to, high capacity private line services or UNEs or for cross-connects to other collocated parties. Each collocator will be responsible for ordering entrance, power and terminations from USW at time of application. In order to address issues around warehousing of space, the original collocator will not be allowed to charge the shared occupant a per square foot charge in excess of the rate that the original collocator is presently charged by USW.

2.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where ATTI does not require its equipment to be placed in a USW Central Office, but wishes only to obtain combined USW UNEs, ICDF Collocation is available, but not required. ~~USW's obligations to combine UNEs, under the Interconnection Contract between ATTI and USW or any applicable FCC or WUTC regulation or order, are not contingent on whether ATTI elects to collocate in that specific USW central office or not, unless otherwise specifically agreed or required.~~

2.1.6 Dedicated Cabling to the USW Network

Telecommunications interconnection between ATTI's collocated equipment and USW's network may be accomplished by dedicated cabling. Pricing will be provided to ATTI during the quote phase. Dedicated cabling consists of direct connection to an appropriate cross connect device, such as an MDF, where technically feasible, and/or at the same location where USW makes an equivalent cross connection. Rates, terms and conditions will be as determined by the WUTC unless otherwise agreed by the parties in writing. ICB pricing will be used where prices are otherwise not available. This element can be at the DS-3, DS-1, DS-0, or analog line level. In the event the parties disagree on the price quote, USW will agree, upon receipt of the quoted price, to proceed to process the interconnection under this section while the disputed charges are referred for dispute resolution under this Agreement, with a true-up if necessary.

2.1.7 Adjacent Physical Collocation

John Devaney, Note: The Changes We Have Made Are Consistent With the 706 Requirements

Adjacent physical Collocation ~~here includes two scenarios: (1) where ATTI wishes to obtain space for collocated facilities in a building or property not owned by USW nearby or across the street from USW's premises (the "Nearby Location"), and (2) allows where ATTI wishes to obtain space for collocated facilities in a cabinet on the contiguous parking lot or real property grounds of USW's premises (the "On Grounds Location").~~ To the extent space inside USW's central office is not available, USW will offer ~~either of these two~~**this** options at ATTI's election. USW will extend **AC power up to a maximum of 200 feet from the USW power source**. ~~facilities sufficient to establish connectivity to USW's network and distribution frame facilities to ATTI's Collocation space where ATTI is in a Nearby Location.~~ USW will provide power and extend facilities sufficient to establish connectivity to USW's network and distribution

frame facilities to ATTI's Collocation space where ATTI is in an On Grounds Location. **Adjacent physical collocation may be ordered using the Collocation order form utilizing the BFR process.** ~~The parties will meet within seven (7) days of ATTI's specific written request for adjacent physical Collocation to develop a consensual plan for accommodating that request. Intervals for completing the work associated with such request shall be no longer than those intervals set forth herein applicable to caged Collocation unless the parties agree or USW, upon request, demonstrates that such longer intervals are necessary. In conjunction herewith, ATTI may also elect to interconnect with USW pursuant to Sections 2.1.5 or 2.1.6 herein.~~

SECTION 3. COLLOCATION TERMS AND CONDITIONS - ALL COLLOCATION

- 3.1 USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory. Both parties agree to act in accordance with applicable law and regulation including without limitation orders of the Washington Utilities and Transportation Commission (WUTC) and the Federal Communications Commission (FCC).
- ~~3.2 ATTI will collocate any telecommunications equipment, regardless of whether such equipment includes switching functionality, provides enhanced services, or offers other functionalities, such as DSLAMs, routers, ATM multiplexers, and remote switching modules. USW may not refuse to permit Collocation of any equipment that is "used or useful" for either interconnection or access to unbundled network elements regardless of other functionalities inherent in such equipment. ATTI must identify what telecommunications equipment will be installed and the vendor technical specifications of such equipment so that USW may engineer the power, floor loading, heat release, environmental particulate level, and HVAC. ATTI may construct in accordance with applicable industry standards its own cross-connect facilities between ATTI's collocated equipment and that of other parties~~
- 3.3 ATTI may collocate equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules within their caged physical collocation space for the purpose of interconnection and/or access to unbundled elements. U S WEST reserves the right to audit such telecommunications equipment to assure that it is being utilized for local interconnection. ATTI must identify what equipment is to be installed to**

allow US WEST to use this information in engineering the power, floor loading, heat release, environmental particulate level and HVAC. ATM equipment requires a minimum power feed of 60 amps, this equipment is to be mounted in a cabinetized bay to enable concentrated cooling, and heat exhaust must be vented through a roof vent and not allowed to discharge into the aisle ways.

- 3.4 If ATTI seeks to collocate switching equipment it does so with full understanding that U S WEST is appealing "Switch Collocation". If U S WEST is successful in it's appeal, ATTI will be requested to remove the switching equipment at their own expense and within 30 calendar days of receiving such removal notice. Before installing any equipment, ATTI must provide written notice to US WEST of how the switching equipment will be used for interconnection and/or access to Unbundled Network Elements. ATTI may request collocation of other equipment pursuant to the BFR process or through additional interconnection negotiations under the Act.**
- 3.34 Collocation requests require that space be provided for the placement of ATTI telecommunications equipment within USW's Central Office or elsewhere as permitted under Section 2.1.7. USW will also provide, at a WUTC approved price to ATTI, the structure that is necessary in support of this equipment. This includes but is not limited to, physical space, a cage (for Caged Physical Collocation), HVAC, any required cabling between ATTI's telecommunications equipment and the Distribution Frame and any other associated hardware.
- 3.45 All equipment placed will meet NEBS safety standards (to the same extent USW equipment meets such standards) and will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367, **77386** and 77390 to the extent such publications are made reasonably and timely available to ATTI and its vendors. USW shall provide standard central office alarming pursuant to Technical Publication 77390.
- 3.56 Collocation is offered on a first-come, first-served basis. Requests for Collocation may ~~only~~ be denied due to the lack of sufficient space in a USW Central Office for placement of ATTI's equipment. If USW determines that the amount of space requested by ATTI for Caged Physical Collocation is not available, ATTI will be offered Collocation in the closest 100 square foot increment that is determined to be available in relation to the original request. ATTI also will be offered Cageless

~~Caged~~ Physical Collocation (bay at a time), Virtual Collocation or Adjacent Physical Collocation as alternatives to Caged Physical Collocation. If ATTI accepts one of the alternatives, a new application form will be submitted if necessary to formalize the re-engineering involved with the new request, but such new application will not further delay or impede the pending request. **ATTI must select its option within ten (10) days of notice.**, ~~except for the time period ATTI uses to select its option.~~ To the extent any such alternative is technically feasible, each shall be made available to ATTI, and ATTI in its discretion may choose. USW shall have the burden of demonstrating ~~to the WUTC~~ that a request for a particular form of Collocation at a particular premises is not technically feasible. **(Does the WUTC really want to review all of these ICB type expenses?)**

- 3.67 ATTI and USW will prioritize requests for Collocation from ATTI ~~Requests for Collocation from ATTI will be prioritized by ATTI and USW cooperatively;~~ but in the event ATTI submits requests for Collocation such that more than (5) five requests per week per state are received by USW, the following procedure shall apply ~~where USW demonstrates that it cannot reasonably process all of such requests timely absent the procedure below:~~
- 3.67.1 USW and ATTI shall work cooperatively and in good faith to establish a project plan and schedule to implement ATTI's requests for Collocation. The project shall establish due dates on both the up front and ready for service dates, and outline responsibilities for each Party.
- 3.67.2. The project plan established by USW and ATTI to implement ATTI's request for Collocation may also be used by ATTI to prioritize implementation of Collocation requests in the event that (5) five or fewer requests for Collocation per week, per state submitted by ATTI are reviewed by USW.
- 3.67.3 Should the Parties not reach agreement on the project plan, either Party may request resolution under the ~~Expedited~~ Dispute Resolution **section of this agreement Provision** hereunder.
- 3.78 If a request for Collocation is denied due to a lack of space in a USW Central Office after compliance with the FCC's Collocation Order FCC 47-48 dated 3/31/99 in the Advanced Services Docket ("FCC Order"), USW must reclaim central office space by removing inactive equipment and consolidating equipment that is being phased out. Consolidation applies to equipment that is being phased

out. Consolidation applies to equipment that is experiencing declining utilization, and not equipment with spare capacity for growth. USW must bear the cost of performing an equipment inventory and space assessment as part of its demonstration. USW must bear the cost of removing inactive equipment (“equipment reclamation”). USW may demonstrate that ATTI causes costs for grooming on a case-by-case basis. Costs imposed on ATTI will be only those costs directly attributable to ATTI and above and beyond the reasonable costs USW would face in grooming and maintaining its network in accordance with reasonable industry standards. To the extent USW asserts that ATTI has caused specific grooming costs, ATTI may request USW to provide a price quote for such costs. Quotes will be developed within twenty ~~five~~(25) ~~calendar~~ days including the estimated time frames for the work that is required in order to satisfy the Collocation request. ATTI has thirty (30) days to accept the quote. ~~In the event the parties disagree on the price quote, or USW’s entitlement to impose such costs, USW will agree, upon receipt of the quoted price, to proceed to process the interconnection under this section while the disputed charges are referred for dispute resolution under this Agreement, with a true-up if necessary. If ATTI accepts the quote, work will begin on receipt of 50% of the quoted charges, with the balance due on completion.~~

Reclamation may include the following:

Grooming – The moving of circuits from working equipment to other equipment bays with similar functionality for the purpose of providing space for Interconnection.

Space Reclamation – Administrative space that can be reconditioned, downsized or modified for the placement of telecommunications equipment.

3.89 Out of Space

USW will comply with the FCC Order and provide documentation to ATTI and with the WUTC whenever a Collocation request is denied due to insufficient space. Additionally, if ATTI’s request is denied, upon ATTI’s request and ATTI requests the documentation, USW will furnish a marked copy of that Central Office floor plan to ATTI. Tours of the affected Central Office, in accordance with the FCC Order, when requested, will be completed within ten (10) days of

the date of request. USW will, within ten (10) days of ATTI's request, provide to ATTI a report indicating available Collocation space in any specified USW premises. The report will specify the amount of Collocation space available at each requested premises, the number of collocators, and any modifications since any prior such report and any measures USW is taking to make additional space available for Collocation.

ATTI reserves the right to review USW floor plans, assignment records and other information from various USW OSS, e.g., Trunk Integrated Recorded Keeping System (TIRKS) to determine whether the existing space is being efficiently utilized and what reassignment, grooming or other action would be necessary to recover space for Collocation.

- 3.910 All equipment and installation shall meet earthquake rating-requirements.
- 3.110 USW will designate the point of interconnection ("POI") for network Interconnection for Virtual, Physical or Cageless ~~Caged~~ Physical Collocation arrangements, subject to ATTI's reasonable consent and right to assert a different POI under the Expedited Dispute Resolution **Provision hereundersection of this agreement**. ATTI will be allowed access to the POI on non-discriminatory terms.
- 3.121 ATTI is responsible for providing its own fiber facilities to the POI outside USW's Central Office. USW will extend the fiber facility from the POI on a USW fiber cable from the POI to a Fiber Distribution Panel (FDP). From the FDP additional fiber, conduit and associated riser structure will then be provided by USW to continue the run to ATTI's telecommunications equipment or Collocation area.
- 3.132 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.
- 3.143 Dual entry into a USW Central Office will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of ATTI

will also be taken into consideration.

- 3.154 Where Collocation entrance facilities are not available, USW will offer ATTI USW DS3 or DS1 Private Line Transport Services in accordance with Tariff terms and conditions, in lieu of entrance facilities to be terminated at ATTI's collocated equipment.
- 3.165 ATTI will have direct access to its collocated equipment on non-discriminatory terms. ATTI will have direct access to the POI on non-discriminatory terms with other collocators. USW will review the security requirements and hours of access with ATTI. This will include issuing keys, ID cards, and explaining the access control processes. Other than with respect to tours under this Agreement and/or the FCC Order and unless otherwise required by ATTI to properly maintain its collocated equipment, ATTI personnel found outside of designated and approved areas, those being only those areas directly adjacent to ATTI equipment or ATTI terminated equipment, will be escorted away from those non-approved areas and reported to USW Security. Repeated violations may result in denial of access to USW facilities, subject to WUTC review.
- 3.176 USW shall provide reasonable access to existing eyewash stations, restrooms and drinking water and parking within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for ATTI personnel and its designated agents.
- 3.187 Unescorted ATTI representatives shall be restricted to corridors, stairways, and elevators that provide direct access to ATTI's space, or to the nearest restroom facility from ATTI's designated space, and such direct access will be outlined during ATTI's orientation meeting.
- ~~3.18 Conversion of the Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee ("QPF") by ATTI. ATTI must pay all WUTC approved associated conversion charges. Conversions shall be in accordance with USW's standard Collocation provisioning processes. If required, ATTI will submit separate service orders for grooming ATTI's existing end user circuits to the new Collocation.~~
- 3.1920 Consistent with Section 3.7 herein, USW will remove obsolete unused equipment from its premises where necessary and requested by ATTI to make space available to ATTI for Collocation. USW will expand or rearrange space or equipment

where technically feasible if necessary to accommodate ATTI's Collocation request in accordance with the FCC Order. USW will inform ATTI in advance of any costs associated with such expansion or rearrangement which it intends to impose on ATTI. Such costs will include a prorated amount directly attributable to ATTI for such expansion or rearrangement. In the event of a dispute, USW will upon receipt of the requested costs proceed with the requested expansion or rearrangement, subject to true-up. The Parties may resolve such dispute under the Expedited Dispute Resolution Provision **section of this agreement hereunder.**

- 3.210 ATTI may choose to use either the ICDF Collocation or direct connection to USW's network where such direct connection is technically feasible. **Either ICDF or interconnection tie pair or direct cabling to USW's network via ICDF will be available to ATTI where ATTI is physically collocated.**

SECTION 4. COLLOCATION TERMS AND CONDITIONS - VIRTUAL COLLOCATION

- 4.1 USW is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection to UNEs.
- 4.2 ATTI will be responsible for obtaining and providing to USW administrative codes, (e.g., common language codes, for all equipment provided by ATTI and installed in Wire Center buildings), where such codes exist.
- 4.3 ATTI shall ensure that upon receipt of ATTI's Virtually Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, all at ATTI's expense. ATTI shall advise the manufacturer and seller of the virtually collocated equipment that ATTI's equipment will be possessed, installed and maintained by USW.
- 4.4 ATTI's virtually collocated equipment must comply to the same extent as USW's equipment with the Telcordia Technologies Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, reasonable USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory **and** safety requirements in effect at the time of equipment installation or that subsequently become effective. ATTI shall provide USW interface specifications (e.g., electrical, functional, physical and software) of ATTI's virtually collocated equipment.
- 4.5 ATTI must specify all software options and associated plug-ins for its virtually

collocated equipment.

- 4.6 ATTI will be responsible for payment of reasonable USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of ATTI's Virtually Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes reasonable per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course. ~~Any such charge is subject to WUTC review and approval.~~ **(Does the WUTC really want to review all of these ICB type expenses? Particularly when the Craft Employee per diem expenses are covered by the USW/CWA labor agreement.)**
- 4.7 ATTI will be responsible for payment of WUTC approved charges incurred in the maintenance and/or repair as requested by ATTI for ATTI's virtually collocated equipment.

SECTION 5. COLLOCATION TERMS AND CONDITIONS - CAGED PHYSICAL COLLOCATION

- 5.1 USW shall provide Caged Physical Collocation to ATTI for interconnection or access to UNEs and/or terminating EAS/Local traffic, except that USW may provide for Cageless Physical or Virtual Collocation if USW demonstrates in accordance with the FCC Order to the Commission that Caged Physical Collocation is not practical for technical reasons such as space limitations, as provided in Section 251(c)(6) of the Act. ATTI shall have the right ~~at its sole discretion~~ to select technically feasible alternatives, such as cageless Collocation, in lieu of caged Collocation even where caged Collocation is available if ATTI so desires. USW shall provide basic telephone service with a connection jack at the request of ATTI for the Physical or Cageless Physical Collocated space. Upon ATTI's request, this service shall be available per standard USW business service provisioning processes.
- 5.2 Caged Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.
- 5.3 The minimum standard amount of leased floor space is 100 square feet. ATTI must actively use 50% of the space to provide telecommunication services within twelve (12) months of acceptance. If USW identifies under utilized space, USW reserves the right to seek to reclaim the unused portion and allocate it to another

Co-Provider if a request is pending and an out of space condition exists in that Central Office.

- 5.4 ATTI's leased floor space will be separated from other Co-Providers and USW space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation. USW or another sub-contractor selected by ATTI from the USW list of approved subcontractors will construct the cage enclosure. All ATTI equipment placed will meet NEBS safety standards, to the extent USW equipment meets such standards, and will be installed in accordance with USW Technical Publications 77390 and 77367, to the extent that such Publications are reasonably available to ATTI and its vendors, and will comply with any local, state, or federal regulatory and safety requirements in effect at the time of equipment installation or that subsequently become effective.
- 5.5 USW will designate and design the floor space within each Wire Center which will constitute ATTI's leased space.
- 5.6 When USW constructs the Caged Physical space, USW will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build ATTI's leased physical space and the riser from the vault to the leased physical space, pursuant to Technical Publication 77350.
- 5.7 ATTI owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from USW.
- 5.8 Shared Space Caged Physical Collocation is covered in subsequent Sections of this Agreement.
- 5.9 For Collocation entrance facilities, USW will extend USW-provided and owned fiber optic cable from the POI to ATTI's leased physical space. ATTI will procure, install and maintain all fiber optic facilities up to the POI.
- 5.10 Testing of the completed Collocation components will be performed. USW will test to the demarcation points of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement **and** with WUTC approved rates **where such rates are**

~~in effect, with costs ratably split between the Parties.~~

- 5.11 If, during installation, USW reasonably determines ATTI activities or equipment do not comply with the NEBS safety standards listed in this Section with which USW equipment complies or are otherwise unsafe, or in violation of any applicable safety laws or regulations with which USW equipment complies, USW has the right, if ATTI refuses to perform necessary corrective work after notice to ATTI, to stop affected Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees, interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at ATTI's reasonable expense, ~~such expense subject to WUTC review and approval.~~ **(Does the WUTC really want to review all of these ICB type expenses?)**
- 5.12 If, at any time, USW reasonably determines that the equipment or the installation does not reasonably meet technical standard safety requirements which USW's equipment does meet, ATTI will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If ATTI fails to take appropriate action to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW may have the equipment removed or the condition corrected at ATTI's expense, ~~such action and expense subject to WUTC review.~~ **(Does the WUTC really want to review all of these ICB type expenses?)**

**SECTION 6. COLLOCATION TERMS AND CONDITIONS - CAGELESS
PHYSICAL COLLOCATION**

- 6.1 ATTI owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. ATTI may access its own Collocated equipment.
- 6.2 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Providers' equipment bays. ATTI may request a price quote for reasonable costs to rearrange USW equipment to provide ATTI with adjacent space. Such price quote will be provided within ~~twenty-five (25) calendar days, subject to WUTC review and, to the extent appropriate, a true-up between the Parties.~~ **(Does the WUTC really want to review all of these ICB type expenses?)**

- 6.3 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. ATTI will be notified of the results of this audit and shall, ~~where reasonable to do so,~~ take action to rectify all non-conformities within thirty (30) calendar days of notification. If ATTI has not taken action to rectify non-conformities within **(30) calendar days** ~~a reasonable time~~, all non-conforming items remaining may be rectified by USW and the cost assessed to ATTI, ~~subject to WUTC review.~~ **(Does the WUTC really want to review all of these ICB type expenses?)**
- 6.4 Subject only to technical feasibility and the permissible security parameters, USW will allow ATTI to collocate in any unused space in the USW's premises, without requiring the construction of a room, cage, or similar structure, and without requiring the creation of separate entrance to ATTI's Collocation space. ATTI will receive direct access to its equipment. When space is legitimately exhausted in a particular USW premises, USW will permit Collocation in accordance with Section 2.1.7.

SECTION 7. RATE ELEMENTS - ALL COLLOCATION

- 7.1 USW will recover WUTC approved Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by ATTI on the Collocation Order Form. If feasibility determines space is available, a quote is ~~then~~ **promptly will be developed within twenty-five (25) calendar days** by USW for the work to be performed. All costs will be those costs and cost elements approved by the WUTC, in either the AT&T Contract or, to the extent applicable, interconnection arbitration or generic cost dockets **(Note: No True Up applies, the rates in effect at the time they are charged apply and will change on a going forward basis as a result of any future cost docket or other activity.)**, ~~with a "true-up" of any payments made.~~ To the extent that a rate element or rate is modified or not allowed under current WUTC rulings or in any WUTC Cost Order, the WUTC's determination will govern. All charges to ATTI shall be for those reasonable pro rata marginal costs directly attributable to ATTI and shall not include costs for (1) expenses for the benefit of USW or required to be incurred by USW in maintaining its network in accordance with reasonable industry standards and (2) expenses for the benefit of other Collocation parties. Any cost for which there is no currently applicable WUTC approved rate shall be developed by USW and

subject to ~~WUTC review and true-up~~ **acceptance by ATTI.** *(Does the WUTC really want to review all of these ICB type expenses?)*

- 7.2 The following elements as specified in Exhibit 1 to the AT&T Contract are used to develop a price quotation in support of Collocation.; *(Note: No True Up applies, the rates in effect at the time they are charged apply and will change on a going forward basis as a result of any future cost docket or other activity.)* ~~subject to true up in accordance with WUTC - approved costs and cost-elements. Such true up shall occur within sixty (60) days after entry of an WUTC order on such costs which has not been otherwise stayed or overturned on appeal.~~
- 7.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to ATTI for its Collocation request. The QPF is **not** credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.
- 7.4 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. To the extent ATTI chooses to deliver fiber through an entrance facility, at each entrance ATTI will deliver a minimum 12 strand fiber cable to the POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.
- 7.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to ATTI provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- 7.6 -48 Volt DC Power Charge. Provides -48 volt DC power to ATTI collocated equipment. Charged on a per ~~ATTI's~~ ampere capacity specification.
- 7.7 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.

7.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when ATTI requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go "on-shift" on behalf of ATTI.

7.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation, Cageless Physical Collocation), or Adjacent Collocation, or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be billed to the extent permitted by WUTC rules.

7.10 Cross-Connect Terminations

7.10.1 If USW provides the equipment cable for ATTI, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 and analog lines- In blocks of 100 terminations.

DS1 - In increments of 28 terminations

DS-3 - In increments of 1 coax pair

OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between ATTI collocated equipment and the appropriate cross-connect device.

7.10.2. If ATTI elects to provide the equipment cable, rates are applied on a per termination basis for DS0 and analog lines, DS1, ~~and DS3s~~ and OCn as shown below:

DS0 and analog lines Per Termination

DS1 Per Termination

DS3 Per Termination

OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking between ATTI collocated equipment and the appropriate cross-connect device .

- 7.11 Collocation Cable Racking. A WUTC approved charge for cable racking required for placement of ATTI's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0 and analog lines, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.
- 7.12 Collocation Grounding Charge. A WUTC approved charge associated with providing grounding for ATTI's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to ATTI's cage enclosure or common space where required.
- 7.13 Heating and Air Conditioning Charge. Environmental temperature control required for proper operation of electronic telecommunications equipment.
- 7.14 Security Charge. The keys/card readers and video cameras as may be required for ATTI access to the USW Central Office for the purpose of Collocation. Flat rate charges are assessed per ATTI representative, per each USW Central Office to which access is required. If escort is required additional charges will apply.

SECTION 8. RATE ELEMENTS - VIRTUAL COLLOCATION

The following rate elements apply uniquely to Virtual Collocation.

- 8.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of ATTI virtually collocated equipment. ATTI is responsible for ordering and delivering maintenance spares. USW will perform maintenance and/or repair work at ATTI's request upon receipt of the replacement maintenance spare and/or equipment from ATTI. A call-out of a maintenance technician where requested by ATTI after business hours is subject to a minimum charge of three (3) hours.
- 8.2 Training Labor. Provides for the billing of vendor-provided training for USW personnel on a metropolitan service area basis, necessary for ATTI virtually collocated equipment which is different from USW provided equipment. USW

will require a reasonably adequate number of USW employees to be trained per metropolitan service area in which ATTI virtually collocated equipment is located. If, by an act of USW, trained employees are relocated, retired, or are no longer available, USW will not require ATTI to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.

- 8.3 Equipment Bay. Provides mounting space for ATTI virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The WUTC approved monthly rate is applied per shelf.
- 8.4 Engineering Labor. Provides the planning and engineering of ATTI virtually collocated equipment at the time of installation, change or removal.
- 8.5 Installation Labor. Provides for the installation, change or removal of ATTI virtually collocated equipment in consultation with ATTI.

SECTION 9. RATE ELEMENTS - CAGED PHYSICAL COLLOCATION

- 9.1 Cage Enclosure. The Cage Enclosure element includes the material and labor to construct the enclosure. ATTI may choose from USW approved contractors to construct the cage, in accordance with USW’s installation Technical Publication 77350. It includes a nine foot cage enclosure available in increments of 100, 200, 300 or 400 square feet, air conditioning (to support ATTI loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code). Pricing for the Cage Enclosure will be provided on an individual basis due to the uniqueness of ATTI’s requirements, central office structure and arrangements.
- 9.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power telecommunications equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and

maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

- 9.3 AC Power Charge- Standard AC outlet used by ATTI for the purpose of powering test equipment, tools, etc.
- 9.4 Grounding Charge- Used to connect the Central Office common ground to ATTI's equipment.

SECTION 10. RATE ELEMENTS - CAGELESS PHYSICAL COLLOCATION

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge and any other costs reasonably avoided as a result of USW not constructing a cage and ATTI occupying a smaller space. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have it's own AC outlet.

SECTION 11. RATE CALCULATION -- SHARED SPACE AND CAGELESS COLLOCATION

- 11.1 USW will pro-rate charges for site conditioning and preparation, by determining the total charge for site preparation and allocating the charge to a collocating carrier based on the percentage of the total space utilized by that carrier. ATTI will be charged only those costs directly attributable to ATTI.

SECTION 12. RATE ELEMENTS - ICDF COLLOCATION

- 12.1 The nonrecurring rates for this optional cross-connect device recover USW's investment (including engineering and installation) for all DS0, ~~and~~ analog lines, DS1; and DS3 terminations, including tie cables, appropriate cross-connect device terminations, and terminations on the applicable USW frame.
- 12.2 The recurring rate element for this optional cross-connect device recovers USW's expense for the maintenance and administration for all DS0, ~~and~~ analog lines, DS1; and DS3 terminations, including tie cables, appropriate cross-connect device terminations, and termination on the applicable USW frame.

SECTION 13. ORDERING - VIRTUAL COLLOCATION

- 13.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of ATTI's equipment within the Central Office. The feasibility study will be

completed within ~~seven-ten~~(107) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within ~~thirtytwenty-five~~ (3525) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

- 13.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to ATTI. During this period the Collocation entrance facility and space is reserved pending ATTI's approval of the quoted charges. If ATTI agrees to terms as stated in the Collocation Price Quote, ATTI must respond within 30 calendar days with a signed quote, a down payment check for 50% ~~down~~ of the quoted charges and ~~reasonable~~ proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of ATTI's equipment provided that space and power is available. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with ATTI on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion ~~to ATTI's reasonable satisfaction or when ATTI accepts the space.~~ Recurring monthly charges for the Collocation commences upon completion of the Collocation ~~to ATTI's reasonable satisfaction or when ATTI accepts the space.~~

SECTION 14. ORDERING - CAGED PHYSICAL COLLOCATION

- 14.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of ATTI's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within ~~thirty-fivetwenty-five~~ (235) calendar days of providing the feasibility study. Caged Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and ~~reasonable~~ proof of insurance, space will be reserved and construction of the Collocation space by USW will begin. The cage will be available to ATTI for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals

may be available. ~~USW will identify for ATTI those Wire Centers where such shorter intervals are available and provide an estimated revised shorter interval.~~ Final payment is due upon completion of work to ATTI's reasonable satisfaction, ~~or acceptance.~~ Recurring monthly charges for the Collocation commence upon the completion of the Collocation to ATTI's reasonable satisfaction or when ATTI accepts the space.

- 14.2 Due to variables in equipment availability and scope of the work to be performed, additional time in special circumstances may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet ATTI's Collocation request. Such variables ~~when will be immediately identified by USW will be disclosed to for ATTI as soon as possible, and no later than ten (10) days after completion of the feasibility study.~~

SECTION 15 ORDERING - CAGELESS PHYSICAL COLLOCATION

- 15.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of ATTI's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the Collocation Order Form and QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for supporting structure within ~~thirty~~**twenty-five (25)** calendar days of providing the feasibility study. Cageless Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. If ATTI agrees to terms as stated in the Collocation Price Quote, ATTI must respond within thirty (30) calendar days with a signed quote, a check for 50% of the quoted charges and proof of insurance. Upon receipt of the signed quote, 50% payment and ~~reasonable~~ proof of insurance, construction by USW will begin. The cageless, physical space including equipment bays provided by ATTI and associated apparatus provided by USW, will be available to ATTI for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. USW will identify for ATTI those Wire Centers where such shorter intervals are available and provide an estimated revised shorter interval. Final payment is due upon completion of work to ATTI's reasonable satisfaction or when ATTI accepts the space. Recurring monthly charges for the Collocation commence upon the completion of the

~~Collocation to ATTI's reasonable satisfaction or when ATTI accepts the space.~~

- 15.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet ATTI's Collocation request. Such variables will be immediately identified by USW for ATTI as soon as possible and no later than ten (10) days after completion of the feasibility study.

SECTION 16. ORDERING - ICDF COLLOCATION

- 16.1 Upon receipt of a Collocation Order Form, and to the extent ATTI ~~in its sole discretion~~ exercises the option to use ICDF Collocation, USW will verify if ICDF capacity is available at the requested Central Office. Verification of cross-connection capacity will be completed within ~~seven-ten (107)~~ **ten (10)** calendar days. USW will develop a cost quotation for the requested Collocation within ~~thirty-fivetwenty-five (235)~~ **thirty-five (35)** calendar days from verification. **In those Central Offices where ICDFs have not been previously placed, USW will make ICDFs available within ninety (90) calendar days of verification.** ~~Should the requested Central Office require additional cross-connection capability for capacity, USW will make such additional capacity available as soon as reasonably possible.~~
- ~~16.2 Within thirty-five (35) calendar days of the receipt by USW from ATTI of a request for appropriate cross-connect device and tie cable capacity, USW will provide ATTI with a quotation for all recurring, nonrecurring and construction charges associated with the request. The estimated date of the appropriate cross-connect device availability will also be included. (This is a duplication of 16.1)~~
- 16.3 Within thirty (30) calendar days of USW providing the quotation, ATTI will accept or reject the quotation. Acceptance shall require payment to USW of fifty percent of the nonrecurring and construction charges provided on the quotation.
- 16.4 As part of the ordering process, ATTI will provide at a minimum a reasonable eighteen month forecast for each Wire Center in which it intends to utilize the appropriate cross-connect device. Included in this forecast will be reasonable estimates of the termination type (DS0 and analog lines, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

100 DS0 and analog line terminations
28 DS1 terminations
1 DS3 termination

SECTION 17. ORDERING - ALL COLLOCATION

Any changes, modifications or additional engineering requested by ATTI, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a Collocation Change Form. Such requests will ~~not~~ cause the original Collocation job to vary from the committed ready for service date, ~~unless USW will respond~~ within a reasonable time frame ~~ten (10) days~~ after receipt of such request and ~~identifies~~ identify any reason why ATTI's Collocation will be delayed and, if so, for how long. A subsequent **collocation change form and QPF** will ~~only~~ be required for major changes, as agreed by the parties. The Dispute Resolution section of this agreement shall resolve disputes as to whether a change is "major". ~~Disputes as to whether a change is "major" shall be resolved by the Expedited Dispute Resolution Procedures herein.~~ In the event of a dispute, USW shall proceed to process the request upon receipt of the requested **collocation change form and QPF**, subject to true up and reimbursement back to ATTI upon resolution of the dispute.

17.1 Intervals for Collocation from request date to turnover date shall be anywhere from 147 – 177 calendar days from the request date (see Attachment A), depending upon when USW receives ATTI's approval of the quote. USW will permit a reasonable number of site visits during construction of a Collocation site at the request of ATTI.

SECTION 18. BILLING - ALL COLLOCATION

18.1 Upon completion of the Collocation construction activities and payment of the WUTC approved remaining nonrecurring balance, USW will provide ATTI a completion package that will initiate the recurring Collocation charges. USW will begin billing the WUTC approved monthly recurring **charges** stated in the quote and completion package.

18.2 In the event USW has completed all associated construction activities and ATTI has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), USW will begin billing for all monthly Collocation charges. When ATTI is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

SECTION 19. BILLING - VIRTUAL COLLOCATION

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between ATTI and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided by agreement of the parties under rates and terms specified in this Agreement.

SECTION 20. BILLING - CAGED AND CAGELESS PHYSICAL COLLOCATION

Upon completion of USW construction activities and ATTI payment of the remainder of the WUTC approved nonrecurring charges, USW will allow ATTI full and complete access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. ATTI will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. ATTI may then proceed with the installation of its equipment in the Collocation space. Such installation may commence earlier, upon payment of the balance of the non-recurring charges and commencement of the floor space rental and prior to final completion of the space, if consistent with applicable safety standards and reasonable industry practice. Once ATTI's equipment has been installed and cable is provided for the ATTI's equipment terminations, USW will complete all remaining work activities.

SECTION 21. MAINTENANCE AND REPAIR

21.1 Virtual Collocation

- 21.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.
- 21.1.2 Installation and maintenance of ATTI's virtually collocated equipment will be performed by USW or a USW authorized vendor.
- 21.1.3 Upon failure of ATTI's virtually collocated equipment, ATTI is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. ATTI is responsible for purchasing and maintaining a supply of spares.

21.2 Caged Physical Collocation

ATTI is solely responsible for the maintenance and repair of its equipment located within ATTI's caged space. If two or more Co-Providers agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. USW assumes no liability for any damages relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

21.3 Cageless Physical Collocation

ATTI is solely responsible for the maintenance and repair of its equipment located within ATTI's cageless physical space.

21.4 ICDF Collocation

To the extent that ATTI chooses to utilize ICDF Collocation, ATTI is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, ATTI is required to provide its own tools for such operations. ~~ATTI may request USW to accept such responsibility, in which case the Parties will negotiate appropriate terms and conditions.~~ In the event of a dispute, the Expedited Dispute Resolution provisions **section of this agreement** will be available to either Party.

SECTION 22 -~~EXPEDITED~~ DISPUTE RESOLUTION

Notwithstanding any provisions in this document or the Interconnection Agreement to the contrary, the Parties hereby agree that, in a dispute that relates to the timeliness of USW's processing or provisioning of a request or order for Collocation made by ATTI, either Party may immediately request resolution ~~from the WUTC on an expedited basis, pursuant to among others WAC 480-09-500 (Brief Adjudicative Proceedings) or WAC 480-09-510 (Emergency Adjudicative Proceedings).~~ **using the dispute resolution section of this agreement.**

ATTACHMENT A

CAGED AND CAGELESS COLLOCATION INTERVALS

<u>Expected Schedule of Collocation Establishment</u>	<u>Calendar Days</u>
(1) Receipt of Collocation Application Form and Co-provider Information Form from the CLEC with Interim Collocation Agreement	Day 1
(2) Feasibility Phase include determination of the type of Collocation required and space availability.	Day 10
(3) Quote Phase includes providing dollar quotes for the type of Collocation facilities provided.	Day 35
(4) Approval Phase allows for ATI to review and approve the Quote.	Day 36 – 65
(5) Engineering and Installation Phase receipt of ATTI's	Variable 90 days after from
of a 50% of down payment	approval and receipt

213256WP