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May 9, 2024

Ms. Lynn M. Retz Secretary Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, Kansas 66604-4027

Dear Ms. Retz,

Attached for filing with the Commission are the original revised tariff sheets for Southwestern Bell Telephone Company, LLC d/b/a AT&T Kansas ("AT&T Kansas"). With this filing AT&T Kansas due to an internal restructuring of the company, the new Southwestern Bell Telephone Company, LLC dba AT&T Kansas supersedes and replaces the following tariffs in their entirety. The internal restructuring will be seamless to customers. The only change customers will see is the service provider name on their AT&T bill. Customers' services, rates, terms and conditions for those services will not be affected.

Tariffs

- Local Access Service Tariff
- Metes and Bounds Tariff

Javier Rodriguez

- Wireless Carrier Interconnection Services Tariff
- IntraLATA Wholesale Service Tariff

Should you have any questions or need additional information, please contact me.

Sincerely,

Attachments

APPLICATION OF TARIFF

This tariff sets forth the terms and conditions for physical collocation arrangements furnished or made available by Southwestern Bell Telephone Company, LLC (SWBT) in the state of Kansas, before the Kansas Corporation Commission.

The rates and services provided in this tariff are regulated and approved by the Commission in compliance with the Commission's rules and the Federal Telecommunications Act of 1996 ("FTA96").

EXPLANATION OF SYMBOLS

The following symbols will be used in the left-hand margin of each tariff page to indicate changes made on the sheets:

- (C) Indicates a Change in Regulation
- (D) Indicates Discontinued Rate or Regulation
- (E) Indicates Correction of an Error Made During a Revision
- (I) Indicates a Rate Increase
- (M) Indicates a Move of Text but no Change in Text, Rate or Regulation
- (N) Indicates a New Rate or Regulation
- (R) Indicates a Rate Reduction
- (T) Indicates a Change in Text but no Change in Rate or Regulation

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Issued: May 9, 2024 Effective: May 10, 2024

BY: Jim Jamison, President-Kansas Southwestern Bell Telephone Company, LLC Topeka, Kansas

INDEX

		Sheet
1.0	Purpose and Scope of Tariff	1
2.0	Definitions	2
3.0	Limitation of Liability 3.1 Limitation 3.2 Third Parties	4 4 5
4.0	Responsibilities of SWBT 4.1 Right to Use; Multiple Dedicated Spaces 4.2 Contact Numbers 4.3 Trouble Status Reports 4.4 Service Coordination 4.5 Casualty Loss 4.5.1 Damage to Dedicated Space 4.5.2 Damage to Eligible Structure 4.6 Construction Notification 4.7 Construction Inspections	5 5 5 6 6 6 6 7
5.0	Obligations of the Collocator 5.1 Certification 5.2 Contact Numbers 5.3 Trouble Report 5.4 Removal 5.5 Hazardous Waste & Materials 5.6 Safety 5.7 Collocator's Equipment and Facilities 5.8 Insurance 5.8.1 Coverage Requirements 5.8.2 Self-Insured	7 7 7 7 7 8 8 8 8 8 8
6.0	Ordering and Provisioning 6.1 Dedicated Space 6.1.1 Types of Available Physical Collocation Arrangements 6.1.1.1 Space Determination 6.1.2 Security 6.1.3 Interval 6.1.4 Revisions 6.2 Space Availability Determination and Resolution 6.3 Relocation 6.4 Occupancy 6.5 Cancellation Prior to Due Date 6.6 Billing 6.6.1 Billing Dispute Resolution 6.6.2 Third Party Escrow Agent 6.6.3 Disputed Amounts 6.6.4 Investigation Report 6.6.5 Informal Resolution of Billing Disputes 6.6.6 Formal Resolution of Billing Disputes	10 10 10 12 11B 14 18 19 22 23 23 24 24 25 25 25

INDEX

		Sheet
6.0	Ordering and Provisioning (Continued) 6.6.7 Arbitration 6.6.8 Cooperation Between Parties 6.6.9 Failure to Make Payment 6.6.10 Billing for Caged Shared Arrangements and Caged Common Collocation Arrangements 6.7 Late Payment Charge 6.8 Allowances for Interruptions	26 26 27 27 28 28
7.0	Use by Other Local Service Providers	29
8.0	Fiber Optic Cable and Demarcation Point 8.1 Fiber Optic Cable Entrances 8.2 Demarcation Point	29A 29A 30
9.0	Use of Dedicated Space 9.1 Nature of Use 9.2 Equipment List 9.2.1 Subsequent Requests to Place Equipment 9.2.2 Limitations 9.3 Dedicated Space Use and Access 9.4 Threat to Personnel, Network or Facilities 9.5 Interference or Impairment 9.6 Interconnection to Others 9.7 Personal Property and Its Removal 9.8 Alterations	30 30 31 31 31 32 32 32 32A 33
	Standards 10.1 Minimum Standards 10.2 Revisions 10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical	33 33 33
	Publications 10.3 Compliance Certification	33 34
11.0	Re-Entry	34
12.0	Indemnification of SWBT	35
13 13	Services and Maintenance Operating Services Maintenance Substituting Services Substituti	35 35 35 36 36
14.0	SWBT's Right of Access	36

PHYSICAL COLLOCATION (SERVICES AND RATES)

INDEX

	Sheet
15.0 General	37
16.0 Preparation Charges	38
 17.0 Charges 17.1 Monthly Charges 17.2 Nonrecurring Charges 17.3 Individual Case Basis (ICB) 17.4 Outstanding Balances 	38 38 38 39 39
18.0 Regeneration	39
19.0 Reconciliation of Interim Collocation Agreements	39
 20.0 Rate Elements 20.1 Determination of Charges Not Established in Tariff (Custom Work Charges) 20.2 Planning Fees 	40 40 40
 20.3 Caged Collocation 20.3.1 Caged Common Collocation 20.4 Cageless Collocation 20.5 DC Power Consumption 20.6 DC Power Panel (Maximum 50 AMP) 20.7 DC Power Panel (Maximum 200 AMP) 	41 43 43C 45 45 45
 20.8 Eligible Structure Ground Cable Arrangement, Each 20.9 Security Cards 20.10 Bits Timing (Per two circuits) (Optional) 20.11 Standard Bay or Cabinet, Each (Optional) 20.12 Interconnection Arrangement Options 20.12.1 DS1 Interconnection Arrangement (DSX or DCS), Each 20.12.2 DS3 Interconnection Arrangement (DSX or DCS), Each 20.12.3 Copper Cable Interconnection Arrangement, Each 20.12.4 Shielded Cable Arrangement, Each 20.13 Optical Circuit Arrangement 20.14 Timing Interconnection Arrangement (Optional) 	46 46 46 46 46 47 47 47 47
20.15 Power Arrangement Provisioning20.16 Entrance Facility Conduit, Per Fiber Sheath20.17 Entrance Fiber Charge, Per Cable Sheath	48 48 48

PHYSICAL COLLOCATION (SERVICES AND RATES)

INDEX

	Sheet
20.0 Rate Elements (Continued) 20.18 Miscellaneous Charges (Optional) 20.19 Two Inch Vertical Mounting Space in CEVs, Huts, and Cabinets 20.20 Pre-Visits 20.21 Construction Inspections 20.22 Adjacent On-Site Structure Arrangements	48 48 49 49
 20.23 Adjacent Off-Site Arrangement 20.23.1 Conduit Space for Adjacent Off-Site Arrangements 20.24 Collocation Availability Space Report Fee 20.25 Collocation to Collocation Connection 	50 50 50 50
21.0 Rates and Charges 21.1 Planning Fees	51 51
 21.2 Caged Collocation 21.3 Cageless Collocation 21.3.1 Caged Common Collocation 21.4 DC Power, Standard Power Consumption 21.5 DC Power Panel (Maximum 50 AMP) 21.6 DC Power Panel (Maximum 200 AMP) 	51 52 53 53A 53A 53B
 21.7 Eligible Structure Ground Cable Arrangement 21.8 Security Cards/ID Cards 21.9 Bits Timing (Optional) 21.10 Optional Standard Frame or Cabinet 21.11 Interconnection Arrangement Options 21.12 Optical Circuit Arrangement 21.13 Timing Interconnection Arrangement 	54 54 54 54 54 56 56
 21.14 Power Arrangement Provisioning 21.15 Entrance Facility Conduit 21.16 Entrance Fiber Charge, per cable sheath 21.17 Miscellaneous Collocation Charges (Optional) 21.18 Rack Mounting Plate Space in cabinets 21.19 Pre-Visits 21.20 Construction Inspections 21.21 Adjacent On-Site Structure Arrangements 	57 57 58 58 58 59 59
 21.22 Adjacent Off-Site Arrangement 21.22.1 Conduit Space 21.23 Collocation Space Availability Report Charge 21.24 Collocation to Collocation Connection 	59 59 59 60
22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities 22.1 Interconnection Cabling 22.2 Power Cabling 22.3 Intervals and Provisioning 22.4 Rate Elements for CDOW	61 61 61 61 66
23.0 Rates and Charges for CDOW	69

1.0 PURPOSE AND SCOPE OF TARIFF

- 1.1 This tariff provides for the placing of Collocator telecommunications equipment and facilities on SWBT property for the purposes set forth in Paragraph 1.3, following.
- 1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a SWBT Eligible Structure as defined in Paragraph 2.0, <u>Definitions</u>, following. The Collocator will lease the Dedicated Space from SWBT and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. SWBT will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, SWBT will permit collocation in Adjacent Structures in accordance with this tariff so that collocators will have a variety of collocation options from which to choose.
- 1.3 Physical collocation is available for the placement of telecommunications equipment as provided for in this tariff for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to SWBT's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

2.0 DEFINITIONS

<u>Active Collocation Space</u> – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third-Party Engineer process pursuant to Section 6.2.1 of this Tariff. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Active Collocation Space.

Adjacent Off-site Arrangement - Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection or access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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

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

Adjacent Structure - A Collocator-provided structure placed on SWBT property (Adjacent On-site) or non-SWBT property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

<u>Augment</u> - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

2.0 DEFINITIONS (Continued)

Custom Work Charge - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, e.g., painting a cage. Custom work may not be charged to a Collocator for any work performed which will benefit or be used by SWBT or other Collocators. SWBT also may not impose a custom work charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements provided in this Tariff. SWBT shall follow the procedures established in Section 20.1 of this Tariff for imposition of Custom Work Charges. In the event an agreement between the Collocator and SWBT is not reached regarding the Custom Work Charge. SWBT shall complete construction of the Collocator's space pending resolution of the issue by the Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SWBT shall accrue interest at the rate established by the Kansas Corporation Commission. All Custom Work Charges that are approved by the Kansas Corporation Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SWBT that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most Collocators, such work shall not be considered custom work; instead, SWBT shall file the appropriate tariff amendment. However, SWBT shall not delay completion of such work during the tariff approval process. SWBT shall perform such work based upon interim rates, subject to true up. If the Collocator and SWBT cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

<u>Dedicated Space</u> - Denotes the space dedicated for the Collocator's physical collocation arrangement located in a SWBT Eligible Structure.

<u>Eligible Structure</u> - Eligible Structure refers to SWBT's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by SWBT that house its network facilities, and all structures that house SWBT's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

<u>Infrastructure Systems</u> - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted - Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Tariff is exhausted or completely occupied. Before SWBT may make a determination that space in an Eligible Structure is legitimately exhausted, SWBT must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SWBT's response to a Collocator's application or in provisioning collocation arrangements. Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this Tariff. In making this determination, SWBT may reserve space for transport equipment for current year plus two years. Additionally, SWBT may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other SWBT affiliates or for future use by SWBT or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SWBT may reserve space for Switching, Power and Main Distribution Frame (MDF) up to a maximum of 8 years of anticipated growth. SWBT may reserve space for Digital Crossconnect System (DCS) for 5 years of anticipated growth.

2.0 DEFINITIONS (Continued)

Legitimately Exhausted (Continued)

At the time that SWBT denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, SWBT must provide to the CLEC, upon request, the following information: 1) a detailed explanation of SWBT's determination and all reasons in support thereof; 2) the access line forecast used in making the determination as defined above; and 3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size and current and projected use of all areas reserved for SWBT's future growth or reserved for use by SWBT's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use, including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, SWBT shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forwarding-looking technology as it relates to switching, power, MDF and DCS. In the dispute-resolution process, SWBT shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable and nondiscriminatory. In addition, SWBT shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. SWBT shall disclose to CLECs the space it reserves for its own future growth and for that of its interLATA, advanced services and affiliates.

Other (Inactive) Collocation Space - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space for purposes of this Tariff.

<u>Preparation Charges</u> - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.

<u>Technically Feasible</u> - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

<u>Telecommunications Infrastructure Space</u> – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of SWBT's network and/or the network of another CLEC.

3.0 LIMITATION OF LIABILITY

3.1 Limitation

With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to this tariff, the liability of either SWBT or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.

3.0 LIMITATION OF LIABILITY (Continued)

3.1 Limitation (Continued)

Neither SWBT nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.

Both SWBT and the Collocator shall be indemnified and held harmless by the other against claims and damages by any third party arising from provision of the other ones' services or equipment except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning party's applicable tariffs.

The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this tariff.

3.2 Third Parties

SWBT also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of the Collocator's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.

In addition to any other applicable limitation, neither SWBT nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any such Other, except in instances involving willful actions by either SWBT or the Collocator or their agents or employees.

4.0 RESPONSIBILITIES OF SWBT

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this tariff, SWBT grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this tariff.

4.2 Contact Numbers

SWBT is responsible for providing the Collocator personnel a contact number for SWBT technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, the Collocator will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week and SWBT will not delay a Collocator's entry into an Eligible Structure.

4.3 Trouble Status Reports

SWBT is responsible for making best efforts to provide prompt verbal notification to the collocator of significant outages or operations problems which could impact or degrade the collocator's network, switches or services, with an estimated clearing time for restoral. In addition, SWBT will provide written notification within 24 hours. When trouble has been identified, SWBT is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by the collocator.

4.0 RESPONSIBILITIES OF SWBT (Continued)

4.4 Service Coordination

SWBT is responsible for coordinating with the Collocator to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

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

Any obligation on the part of SWBT to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by SWBT.

4.5.2 Damage to Eligible Structure

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in SWBT's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, SWBT, at its option, may terminate services provided via this tariff by giving the Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

SWBT will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. SWBT will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. SWBT will inform the collocator as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

4.0 RESPONSIBILITIES OF SWBT (Continued)

4.7 Construction Inspections

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15) minute increments. Rates and charges are as found in paragraph 21.22.

5.0 OBLIGATIONS OF THE COLLOCATOR

5.1 Certification

The Collocator requesting physical collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. SWBT shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by a CLEC while that CLEC's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

The Collocator is responsible for providing to SWBT personnel a contact number for Collocator technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this tariff, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

The Collocator is responsible for making best efforts to provide prompt verbal notification to SWBT of significant outages or operations problems which could impact or degrade SWBT's network, switches or services, with an estimated clearing time for restoral. In addition, Collocator will provide written notification within 24 hours. When trouble has been identified, Collocator is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by SWBT.

5.4 Removal

The Collocator is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, SWBT may remove the abandoned materials and charge the Collocator for any and all claims, expenses, fees or other costs associated with any such removal by SWBT, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. The Collocator will hold SWBT harmless from the failure to return any such equipment, property or other items.

5.0 OBLIGATIONS OF THE COLLOCATOR (Continued)

5.5 Hazardous Waste & Materials

The Installation Supplier shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the CLEC's Installation Supplier shall adhere to all SBC LEC requirements. The Installation Supplier shall coordinate with the SBC LEC Representative before any activity relating to hazardous material/waste is started. (Refer to Interconnector's Guide for Collocation for further details.)

5.6 Safety

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of SWBT or other CLECs. The Installation Supplier shall immediately report to the SBC LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on SBC LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on SBC LEC premises. (Refer to Interconnector's Guide for Collocation for further details.)

5.7 Collocator's Equipment and Facilities

The Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. The Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

- A. its fiber optic cable(s) or other permitted transmission media as specified in paragraph 8.1.1;
- B. its equipment;
- C. required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the C
- E. the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

SWBT neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this paragraph.

5.8 Insurance

5.8.1 Coverage Requirements

The collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

5.0 OBLIGATIONS OF THE COLLOCATOR (Continued)

- 5.8 Insurance (Continued)
 - 5.8.1 Coverage Requirements (Continued)
- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Kansas and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SWBT will be named as an Additional Insured on the Commercial General Liability policy.
- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

SWBT requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

5.8.2 Self-Insured

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, Paragraph 5.8.1, Coverage Requirements, shall immediately apply.

6.0 ORDERING AND PROVISIONING

- 6.1 Dedicated Space
 - 6.1.1 Types of Available Physical Collocation Arrangements

SWBT will make each of the arrangements outlined below available within its Eligible Structures in accordance with this tariff so that collocators will have a variety of collocation options from which to choose:

A. <u>Caged Physical Collocation</u> - The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Preparation Charge as set forth in paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Paragraph 16.3 following will apply.

If the collocator elects to install or requests that SWBT provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Paragraph 21.3 following applies.

- B. <u>Caged Shared Collocation</u> SWBT will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Paragraph 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.
- C <u>Caged Common Collocation</u> SWBT will provide Caged Common Collocation as set forth in Section 7.1.1.
- D. <u>Cageless Collocation</u> SWBT will provide in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Other (Inactive) Collocation Space), as further defined in Section 2. Under this arrangement, SWBT will provide space in single bay increments, including available space adjacent to or next to SWBT's equipment. Collocators will have direct access to their equipment 24 hours a day, 7 days a week without need for a security escort. SWBT will not require collocators to use an intermediate interconnection arrangement such as a POT frame. SWBT may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, SWBT will not provide a Collocator's personnel or agents with direct access to SWBT's main distribution frame.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.1 Types of Available Physical Collocation Arrangements (Continued)
 - E. Adjacent Space Collocation Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Tariff, SWBT will permit Collocators to physically collocate in adjacent controlled environmental vaults or similar structures that SWBT uses to house equipment, to the extent technically feasible. SWBT and CLEC will mutually agree on the location of the designated space on SWBT premises where the adjacent structure will be placed. SWBT will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements. SWBT will offer the following increments of power to the adjacent On-site structure: SWBT will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. SWBT will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the adjacent structure. SWBT will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this tariff.

Where Physical Collocation space within a SWBT Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and SWBT shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. Such arrangement shall be used for interconnection and access to unbundled network elements. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to SWBT's premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's interconnection agreement or, the Collocator may subscribe to the applicable rates established in this tariff for access to unbundled network elements. The interim rates, subject to true up, established in this tariff for adjacent off-site arrangement apply only if collocator's adjacent off-site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure.

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

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

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.1 Types of Available Physical Collocation Arrangements (Continued)
 - F. Other Physical Collocation Arrangements SWBT will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a CLEC seeking collocation in SWBT's Eligible Structures that such an arrangement is technically feasible.

6.1.1.1 Active/Inactive Space Determination

As provided in Section 6.2.1 of this Tariff, SWBT shall notify the Collocator in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application. In its notification, SWBT shall also inform the Collocator if the space available for the requested collocation space will be Active or Other (Inactive) Collocation Space, as those terms are defined in Section 2 of this Tariff. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.

In the event that the Collocator disputes SWBT's placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. The request shall be submitted to SWBT's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this Tariff, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated SWBT representative and the designated agent for the Collocator, who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The SWBT representative will accompany and supervise the Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise SWBT orally and in writing. The Collocator and SWBT shall then concurrently prepare a report detailing their findings. The report, along with a request by the Collocator for dispute resolution and requested relief, shall be filed with Central Records at the Public Utility Commission within five (5) business days from the date of the inspection tour. The burden of proof shall be on SWBT to justify the basis for placement of the Collocator's space in Inactive Space. The Commission will use its (expedited) Dispute Resolution Process for resolution of the dispute. If the matter is appealed to the Commission through dispute resolution, the losing party shall reimburse all costs associated with this process.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.2 Security

Protection of SWBT's equipment is crucial to its ability to offer service to its customers. Therefore, SWBT may impose the following reasonable security measures on collocators to assist in protecting its network and equipment from harm. SWBT may impose security arrangements as stringent as the security arrangements SWBT maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than the other, SWBT may impose the more stringent requirements. Except as provided by the FCC's Order released March 31, 1999, in CC Docket No. 98-147 (FCC 99-48), SWBT will not impose more stringent security requirements than these. SWBT will not impose discriminatory security requirements that result in increased collocation costs without the concomitant benefit of providing necessary protection of SWBT's equipment. SWBT will not use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with collocators.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.2 Security (Continued)
 - A. Collocators will conduct background checks of their personnel and technicians who will have access to the collocation space. Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require collocators to receive security training from SWBT, but will provide information to collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Technical Publications.
 - B. Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:
 - a. Theft or destruction of SWBT's or collocator's property;
 - b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
 - c. Threats or violent acts against other persons on SWBT property;
 - d. Knowing violations of any local, state or federal law on SWBT property;
 - e. Permitting unauthorized persons access to SWBT or collocator's equipment on SWBT property; and
 - f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Kansas, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

- C. Collocators will provide indemnification as set forth in Paragraph 12 of this tariff and insurance as set forth in Paragraph 5.8 of this tariff to cover any damages caused by the collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT as well.
- D. SWBT may use reasonable security measures to protect its equipment. In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, SWBT may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.2 Security (Continued)
 - D. (Continued)

SWBT's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment collocated directly adjacent to SWBT's equipment. SWBT's construction of an interior security partition around its own equipment shall not impede a CLEC's ability to collocate within SWBT's space. To the extent that SWBT is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at SWBT's expense.

SWBT's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

SWBT's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around SWBT's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If SWBT chooses to enclose its own equipment, SWBT will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. SWBT has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If SWBT cannot prove that other reasonable security methods cost more than an interior security partition around SWBT's equipment, SWBT cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If SWBT elects to erect an interior security partition and recover the cost, it must demonstrate to the collocator that other reasonable security methods cost more than an interior security partition around SWBT's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

E. Collocators will have access to their collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. SWBT will not delay a collocator's entry into an Eligible Structure or access to its collocated equipment. The collocator will provide SWBT with notice at the time of dispatch of the collocator's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will provide collocators with reasonable access to restroom facilities and parking.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval
 - A. SWBT will provide physical collocation arrangements in eligible structures on a "first-come, first-served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Kansas and will pay an initial Planning Fee. A collocator wishing SWBT to consider multiple methods for collocation in an Eligible Structure on a single application will need to include in each application a prioritized list of its preferred methods of collocating, e.g., caged, shared, common, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for SWBT to process the application for each of the preferred methods. If a collocator provides adequate information and its preferences with its application, SWBT would not require an additional application, nor would the collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure. Collocators who only wish SWBT to consider one collocation method need not provide preferences and associated specific information for multiple methods. However, if SWBT is unable to provide the collocator's requested collocation method due to space constraints and the collocator determines that it wishes SWBT to consider an alternative method of collocation, the collocator would be required to submit an additional application. This would not result in incremental application costs to the collocator as its initial Planning Fee would be returned due to the denial. However it would restart the collocation intervals. Upon receipt of the collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the collocator as to whether its request for collocation space has been granted or denied due to a lack of space within ten (10) days of submission of the completed application.
 - B. In responding to an application request, SWBT shall advise the collocator which of the requested types of physical collocation is available, provide the quotation of the applicable nonrecurring and recurring tariff rates, and the estimated construction interval no later than as specified in 6.1.3 E following. SWBT will not select for the collocator the type of physical collocation to be ordered. The collocator has sixty-five (65) business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and Planning Fee are required.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval (Continued)
 - C. Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Active Collocation Space requests for caged collocation in 90 days from the receipt of the collocator's acceptance of the quotation. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for cageless collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 55 days from the receipt of the Collocator's acceptance of the quotation where the Collocator is installing all of its own bays. The cageless collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of cageless collocation in Eligible Structures such as CEVs, Huts and Vaults in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. These construction intervals for cageless collocation in Active Collocation Space in all Eligible Structures apply where the Collocator is requesting maximum DC power of 50 AMPs, either in a single or in multiple feeds of 50 AMPs (maximum 50 AMPs per feed). For Cageless Collocation in Active Collocation Space in all Eligible Structures where a Collocator is requesting DC power greater than 50 AMPs (e.g., 100 AMPs) per feed, SWBT will complete construction in 90 days.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval (Continued)
 - C. (Continued)

Unless otherwise mutually agreed to by the parties in writing, in Other (Inactive) Collocation Space, SWBT will complete construction of requests for caged or cageless collocation for any Central Office in 140 days from receipt of the collocator's acceptance of the quotation. In addition, SWBT will provide a DS1/DS3 Interconnection Arrangement within five (5) days after installation of the Collocator's equipment and termination of DC power and completion of interconnection cabling if the Collocator submitted an order with all requisite assignment information with its application of collocation. A collocator may obtain a shorter construction interval than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications. If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Kansas Corporation Commission for determination.

D. SWBT will provide reduced intervals for collocators with existing physical collocation space that request the following interconnection augments. The collocator must submit to SWBT's Collocation Service Center (CSC) a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from Section 21.1 of this tariff and 50% of all applicable tariffed nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval (Continued)
 - D. (Continued)

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1s (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3s (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage-to-cage interconnection within the same collocation area
- Cable pull within same collocation area
- DC power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC power arrangements (racks are existing): 30 calendar days.

- 84 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnect panel) and/or
- 200 copper (shielded or nonshielded) cable pairs (2 termination blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls or Copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval (Continued)
 - D. (Continued)

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnect panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- SWBT will perform a cage expansion of 300 square feet or less immediately adjacent to a collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work
- Arrange/install bay lighting front and back up to three (3) bays
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

The above sixty (60) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, SWBT bays, SWBT cable racks and/or cage expansions within Active Central Office space different than described above will require the collocator to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. SWBT will work cooperatively with collocators to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate notice and comment, will be incorporated into the tariff. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Tariff.

E. Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by One Collocator

1 - 5 6 - 20 Quotation Interval 10 Business Days 25 Business Days

6.0 ORDERING AND PROVISIONING (Continued)

- 6.1 Dedicated Space (Continued)
 - 6.1.3 Interval (Continued)
 - E. (Continued)

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

A collocator may obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocator applications.

A collocator may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if the collocator files complete applications, including identification of specific rate elements and the applicable rates contained in the tariff, the exact quantity of the rate elements, and an up-front payment of the nonrecurring Planning Fee from Section 21 of this Tariff and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the collocator's point of termination. The shortened intervals are:

Number of Applications by One Collocator 6-20

Quotation Interval 20 Business Days

Should the collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.4 Revisions

All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which SWBT normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable Planning Fees as found in Paragraph 21.1, if the revision is major. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.2 Space Availability Determination and Resolution
 - 6.2.1 There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure.

SWBT shall notify the Collocator in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief date, if applicable. At that time, any charges collected with the application will be returned to the Collocation Applicant.

SWBT will, at the same time, file a copy of the letter at the Central Records of the Kansas Corporation Commission. In the event of a denial of a Collocator request for collocating, SWBT shall also concurrently submit the following information both to the Collocator and to the Commission in support of its denial provided under seal and subject to proprietary protections:

- 1. Central Office Common Language Identifier, where applicable;
- 2. The identity of the requesting Collocator, including amount of space sought by the Collocator;
- 3. Total amount of space at the premises;
- 4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of SWBT's premises, showing:
 - a. Space housing SWBT network equipment, non-regulated services space and administrative offices;
 - b. Space housing obsolete unused equipment;
 - c. Space occupied by SWBT affiliates;
 - d. Space which does not currently house SWBT equipment or administrative offices but is reserved by SWBT for future use by SWBT or its affiliates;
 - e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
 - f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
 - g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
 - h. Planned Central Office rearrangement/expansion plans, if any; and
 - i. Remaining space, if any, and
- 5. Description of other plans, if any, that may relieve space exhaustion including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.
- 6.2.1.1 In the event that SWBT denies a collocation request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to SWBT's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.2 Space Availability Determination and Resolution (Continued)
 - 6.2.1 (Continued)
 - 6.2.1.1 (Continued)

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement" shall be signed by the designated SWBT representative and the designated agent for the Collocator who will participate in the tour.

SWBT will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. A SWBT representative will accompany and supervise the Collocator agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is unsupportable, the Collocator agent shall promptly so advise SWBT. The Collocator and SWBT shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and SWBT reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. A Collocator that contests SWBT's position concerning the denial of a collocation request shall pay 50% of the fee associated with the Third Party Engineer review and SWBT shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from SWBT and CLECs. However, until the neutral third party process is in place, the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. The Collocator does not have to obtain agreement from SWBT on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by SWBT and the Collocator, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the Third Party Engineer provide an independent evaluation of the use and reservation of Collocator space as well as SWBT space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Tariff (e.g., Section 2 definition of ("Legitimately Exhausted") and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on SWBT to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Kansas Corporation Commission determines that space is not available, SWBT will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.2 Space Availability Determination and Resolution (Continued)
 - 6.2.2 At SWBT's option in central offices and at SWBT's option in other Eligible Structures where physical (including cageless) collocation space is available or at the collocator's option in CEVs, huts and cabinets where physical collocation space is not available, SWBT will provide one or more of the alternate types of virtual collocation consistent with the terms of SWBT's virtual collocation tariffs for interconnection to SWBT under 47 U.S.C. 251 (c) (2) or access to SWBT's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.
 - 6.2.3 SWBT will make every attempt to provide the Collocator with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
 - 6.2.4 SWBT will submit to a requesting carrier a report indicating SWBT's available collocation space in a particular SWBT Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that SWBT is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests	Report Delivery
By One Collocator	Interval
1 - 5	10 Business Days
6 - 20	25 Business Days

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

SWBT will maintain a publicly available document, posted for viewing on its website indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to SWBT, such information will be placed on the website. SWBT will update the public document on the first day of each month to include all newly available information. To the extent SWBT has the information readily available, the public document should specify the amount of active and other (inactive) collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that SWBT is taking to make additional space available for collocation.

6.2.5 SWBT will apply the same space reservation policies to Collocators as it applies to itself. In order to increase the amount of space available for collocation, SWBT will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by a Collocator or upon Order of the Commission. In those offices where SWBT does not have adequate space to meet forecasted collocation demand, SWBT agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand in advance of a reasonable request from a CLEC or Order from the Commission. SWBT shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

6.0 ORDERING AND PROVISIONING (Continued)

6.3 Relocation

When SWBT determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the collocator is required to move its dedicated space or adjacent space collocation structure. SWBT will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any Planning Fees associated with arranging for new space. The Collocator shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of SWBT, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices or adjacent space collocation structures should not prevent SWBT from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due to any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.

If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.0 ORDERING AND PROVISIONING (Continued)

6.4 Occupancy

Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.

If the Collocator causes SWBT to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay SWBT the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that the Collocator cancels its order after SWBT has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before SWBT has been paid the entire amounts due under this tariff, then in addition to other remedies that SWBT might have, the Collocator shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SWBT shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

6.6 Billing

Billing shall occur on or about the 25th day of each month, with payment due thirty (30) days from the bill date. SWBT may change its billing date practices upon thirty (30) day's notice to the Collocator.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.6 Billing (Continued)
 - 6.6.1 Billing Dispute Resolution

In the event of a bona fide dispute between a Collocator and SWBT regarding any bill for anything ordered from this tariff, Collocator shall, prior to the Bill Due Date, give written notice to SWBT of the amounts it disputes ("Disputed Amounts") and include in such written notice the following information: (a) the date of the bill in question, (b) the Billing Account Number (BAN) number of the bill in question, (c) any USOC information questioned, (d) the amount billed, (e) the amount in question and (f) the reason that Collocator disputes the billed amount. To be deemed a "dispute" under this Section 6.6.1, Collocator must provide proof (in the form of a copy of the executed written agreement with the financial institution) that it has established an interest bearing escrow account that complies with all of the requirements set forth in Section 6.6.2 of this tariff and proof (in the form of deposit slip(s)) that Collocator has deposited all unpaid charges into that escrow account. Failure to provide the information and proof of compliance and deposit required by this Section 6.6.1 not later than twentynine (29) days following the Bill Due Date shall constitute Collocator's irrevocable and full waiver of its right to dispute the subject charges.

- 6.6.2 Collocator shall pay all undisputed amounts to SWBT when due and shall pay all Disputed Amounts when due into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - a. The financial institution proposed as the Third Party escrow agent must be located within the continental United States:
 - b. The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
 - c. The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
 - d. In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
 - i. The escrow account is an interest bearing account;
 - ii. All charges associated with opening and maintaining the escrow account will be borne by the Collocator;
 - iii. That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;
 - iv. All interest earned on deposits to the escrow account shall be disbursed to Collocator and SWBT in the same proportion as the principal; and
 - v. Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and SWBT (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 6.6.7 of this tariff; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 6.6.7 of this tariff.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.6 Billing (Continued)
 - 6.6.3 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 6.7 of this tariff.
 - 6.6.4 Upon receipt of the notice and both forms of proof required by Section 6.6.1 of this tariff, SWBT shall make an investigation as shall be required by the particular case, and report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 6.6.1 on or before the Bill Due Date, SWBT will report the results of its investigation within 60 calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 6.6.4, the Collocator must notify SWBT in writing within thirty days following receipt of the results of SWBT's investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 6.6.5 of this tariff.
 - 6.6.5 Informal Resolution of Billing Disputes

Upon receipt by SWBT of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 6.6.1 of this tariff, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this tariff. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

6.6.6 Formal Resolution of Billing Disputes

If the parties are unable to resolve the billing dispute through the informal procedure described in Section 6.6.5, then either party may invoke the formal dispute resolution procedures described in this Section 6.6.6. Unless agreed by both parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this tariff and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 6.6.4 of this tariff.

a. Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this tariff will be subject to mandatory arbitration in accordance with Section 6.6.7, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this tariff, the parties will annualize the actual number of months billed.

6.0 ORDERING AND PROVISIONING (Continued)

- 6.6 Billing (Continued)
 - 6.6.6 Formal Resolution of Billing Disputes (Continued)
 - b. Billing Disputes Subject to Elective Arbitration If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this tariff during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this tariff will be subject to elective arbitration pursuant to Section 6.6.7 if, and only if, both parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 6.6.4 of this tariff, the parties will annualize the actual number of months billed. If both parties do not agree to arbitration, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

6.6.7 Arbitration

Disputes subject to mandatory or elective arbitration under the provisions of this tariff will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Topeka, Kansas, unless the parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The parties may submit written briefs upon a schedule determined by the arbitrator. The parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this tariff. The times specified in this Section 6.6.7 may be extended or shortened upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Each party will bear its own costs of these procedures, including attorneys' fees. The parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 6.6.8 Immediately upon resolution of any billing dispute, SWBT and the Collocator shall cooperate to ensure that all of the following actions are taken within the time(s) specified:
 - a. SWBT shall credit Collocator's bill for any portion of the Disputed Amount(s) resolved in favor of Collocator, together with any portion of any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the dispute;
 - within fifteen (15) calendar days after resolution of the dispute, any portion of the escrowed
 Disputed Amounts resolved in favor of the Collocator shall be disbursed to Collocator by the Third
 Party escrow agent, together with any interest accrued thereon;
 - within fifteen (15) calendar days after resolution of the dispute, any portion of the Disputed Amounts resolved in favor of SWBT shall be disbursed to SWBT by the Third Party escrow agent, together with any interest accrued thereon; and

6.0 ORDERING AND PROVISIONING (Continued)

- 6.6 Billing (Continued)
 - 6.6.8 (Continued)
 - d. no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amount(s), the Collocator shall pay SWBT any difference between the amount of accrued interest SWBT received from the escrow disbursement and the amount of Late Payment Charges SWBT billed and is entitled to receive pursuant to Section 6.7 of this tariff.
 - 6.6.9 Failure by the Collocator to pay any charges determined to be owed to SWBT within the time specified in Section 6.6.7 shall be grounds for immediate re-entry and termination of services provided under this tariff.
 - 6.6.10 Billing for Caged Shared and Caged Common Collocation Arrangements

Except for certain charges identified as related to Caged Shared Collocation, each collocator shall be billed separately and shall be able to order and provision separately. In the case of Caged Shared Collocation, SWBT shall bill the original collocator for space. However, SWBT shall bill the other Collocators in the shared cage for use of network elements and interconnection separately as required. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with SWBT for floor space and all other applicable interconnection arrangements.

6.0 ORDERING AND PROVISIONING (Continued)

6.7 Late Payment Charge

If the Collocator fails to remit payment for any tariff charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SWBT as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (a) the rate used to compute the Late Payment Charge in SWBT's Kansas intrastate access services tariff and (b) the highest rate of interest that may be charged under Kansas law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

6.8 Allowances for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT.

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

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

When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7.0 USE BY OTHER LOCAL SERVICE PROVIDERS

- 7.1 SWBT will make shared collocation cages available to all collocators. A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, SWBT may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where SWBT receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, SWBT will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.
 - 7.1.1 SWBT will make Caged Common Collocation available to all collocators. The Caged Common Collocation option provides the Collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based per rack, bay, or frame and on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.
- 7.2 SWBT will not place unreasonable restrictions on a collocator's use of a cage, and as such will allow a collocator to contract with other collocators to share the cage in a sublease-type arrangement. In a sublease-type arrangement, the initial collocator(s) shall charge any such co-collocator no more than the prorated share (based upon square footage used exclusively or in common) of SWBT's charges to the initial collocator(s). If two (2) or more collocators who have interconnection agreements with SWBT utilize a shared collocation cage, SWBT will permit each collocator to order UNEs to and provision service from that shared collocation space, regardless of which collocator was the original collocator.
 - All collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this tariff. The terms contained in Paragraph 6.4, <u>Occupancy</u>, preceding shall continue to apply.
- 7.3 The Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of SWBT, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of SWBT.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT

- 8.1 Fiber Optic Cable Entrances
 - 8.1.1 The collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. SWBT will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to SWBT that use of such cable will not impair SWBT's ability to service its own customers or subsequent collocators.
 - 8.1.2 SWBT shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.

8.0 FIBER OPTIC CABLE AND DEMARCATION POINT (Continued)

- 8.1 Fiber Optic Cable Entrances (Continued)
- 8.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by SWBT, and leaving sufficient length in the cable in order for SWBT to fully extend the collocator-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, the collocator may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in the SWBT-designated area within the Eligible Structure. If the collocator elects not to provide a POT frame, SWBT will hand off the Interconnection Arrangement(s) cables to the collocator at their equipment.

9.0 USE OF DEDICATED SPACE

9.1 Nature of Use

The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When the collocator's physical collocation arrangement is within the Eligible Structure, the collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the SWBT grounds surrounding the Eligible Structure in which the Dedicated Space is located. The collocator may place signage and markings on the inside of its dedicated space.

9.0 USE OF DEDICATED SPACE (Continued)

9.2 Equipment List

A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 Minimum Standards, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this tariff. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation space at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

- 9.3.1 The Collocator may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to SWBT or for accessing SWBT's unbundled network elements. The Collocator's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. Collocators shall provide SWBT with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. SWBT will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. SWBT will provide Collocators with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with SWBT's policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6.1.2 B. of this Tariff).
- 9.3.2 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to SWBT, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.

9.0 USE OF DEDICATED SPACE (Continued)

- 9.3 Dedicated Space Use and Access (Continued)
- 9.3.3 SWBT will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between SWBT and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or SWBT's personnel.
- 9.4 Threat to Personnel, Network or Facilities

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

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

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, SWBT will permit Collocators to construct their own cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. SWBT shall not require physical-to-physical collocators to purchase any equipment or cross-connect capabilities solely from SWBT itself at tariffed rates. If requested by the collocator, SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its equipment space to the equipment space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (i.e., located on different floors), SWBT will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a physical Collocator and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then SWBT will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that SWBT imposes on its own equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At SWBT's option, the connection may be made either by SWBT or by the Collocators' installers, who shall be on SWBT's list of approved installation vendors.

9.0 USE OF DEDICATED SPACE (Continued)

9.7 Personal Property and Its Removal

In accordance with and subject to the conditions of this tariff, the Collocator may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business. Property placed by the Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet SWBT standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by the Collocator at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by the Collocator at its expense pursuant to Paragraph 9.8 following.

9.0 USE OF DEDICATED SPACE (Continued)

9.8 Alterations

In no case shall the Collocator or any person acting through or on behalf of the Collocator make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of SWBT. SWBT shall consider a modification, improvement, addition, repair or other alteration requested by the Collocator, provided that SWBT has the right to reject or modify any such request except as required by state or federal regulators. The cost of any SWBT provided construction shall be paid by the Collocator in accordance with SWBT's custom work order process.

10.0 STANDARDS

10.1 Minimum Standards

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet NEBS Level 1 safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

10.2 Revisions

Within 45 days of approval of this revised tariff by the Kansas Corporation Commission, SWBT shall revise its Interconnector's Collocation Services Handbook for Physical Collocation in Kansas and its Technical Publication(s) for Physical Collocation. Any revision to SWBT's Interconnector's Collocation Services Handbook for Physical Collocation in Kansas or its Technical Publication(s) for Physical Collocation shall become effective and thereafter applicable under this tariff. The Handbook and Technical Publication(s) may then subsequently be revised from time to time by joint agreement of SWBT and all affected Collocators. Where agreement cannot be obtained, SWBT and the Collocator(s) shall attempt to negotiate a resolution to any disagreements. In the event that SWBT and the Collocator(s) cannot negotiate a resolution, a change must be approved by the Commission. Such publications will be shared with Collocators.

10.2.1 Dispute Resolution Process for Revisions or Implementation of Technical Publications

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to physical collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

10.0 STANDARDS (Continued)

10.3 Compliance Certification

The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Paragraph 9.2 <u>Equipment List</u>; Paragraph 9.2.1 <u>Subsequent Requests to Place Equipment</u>; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that SWBT has deployed the same noncompliant network equipment in the network area(s) of its central offices. The collocator may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 RE-ENTRY

If the Collocator shall default in performance of any tariff provision herein, and the default shall continue for sixty (60) calendar days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this tariff will be terminated without prejudice to any other remedies SWBT might have.

SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding paragraph.

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.

12.0 INDEMNIFICATION OF SWBT

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement and the Tariff, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Tariff; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Tariff or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall, make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

13.0 SERVICES AND MAINTENANCE

13.1 Operating Services

SWBT shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by the Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable SWBT tariffs.

13.2 Maintenance

SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Collocator to access the Dedicated Space.

13.0 SERVICES AND MAINTENANCE (Continued)

13.3 Equipment Staging and Storage

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

13.4 Legal Requirements

Except for paragraph 15.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14.0 SWBT's RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the collocated space for purpose of averting any threat of harm imposed by the collocator or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the collocated space; in such case, SWBT will notify the collocator by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 GENERAL

- 15.1 The rates and charges in this tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this tariff. SWBT allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. SWBT will rent parking spaces to Collocators on a first-come, first-served basis if such space is available. Collocators may not park in spaces that are reserved for SWBT vehicles and which are designated as reserved. SWBT shall not unreasonably reserve for its own use all parking at the Eligible Structure. Collocators shall be allowed to have reasonable use of and access to loading docks. Collocators and SWBT are required to follow all posted traffic and SWBT signs and follow all applicable parking and traffic laws and ordinances.
- 15.3 The rates and charges in this tariff do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.
 - 15.3.1 If SWBT is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of Collocator's collocation arrangement, SWBT will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.
 - 15.3.2 Should SWBT benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.
 - 15.3.3 Should SWBT be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), SWBT shall absorb all of the costs related to such an upgrade.
- 15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in a negotiated interconnection agreement and any applicable SWBT tariffs.
- 15.5 The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month-to-month term.

16.0 PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this section. These rates and charges are found in Paragraph 21 <u>Rates and Charges</u>, following.
- 16.2 SWBT will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Paragraph 17.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. To insure efficient use of space, SWBT will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. SWBT will provide collocation space within Active Collocation Space, if available. If Active Collocation Space is not available, Other (Inactive) Collocation Space may be provided. SWBT will not require Collocators to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. SWBT will not utilize unreasonable segregation requirements to impose unnecessary additional cost on Collocators.
- 16.3 The Collocator will be permitted to contract its own work for the preparation activities within the Collocator's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Paragraph 6.1.3

 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.
- 16.4 The collocator may elect to install its own Point of Termination (POT) Frame, or request that SWBT provide and install a POT Frame, to be placed in the collocator's cage or in the collocation area. When the Collocator elects to install its own POT frame/cabinet, SWBT must still provide and install the required DC power panel as set forth in 20.7, <u>DC Power Panel</u>, following. In this case, the construction interval set forth in Paragraph 6.1.3 Interval, may be exceeded.

17.0 CHARGES

17.1 Monthly Charges

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.0 CHARGES (Continued)

- 17.2 Nonrecurring Charges (Continued)
 - 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 16, <u>Preparation Charges</u>, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.

17.3 Individual Case Basis (ICB)

SWBT may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Tariff. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 20.1 of this Tariff.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to the Collocator.

18.0 REGENERATION

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's crossconnect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where the collocator specifically requests regeneration. Required regeneration and collocator-requested regeneration will be provided at the collocator's expense.

19.0 RECONCILIATION OF INTERIM COLLOCATION AGREEMENTS

For interim collocation agreements that were entered into between SWBT and the Collocator prior to the approval of this tariff, SWBT and the Collocator shall perform a true-up, without calculation of any interest amounts based upon the tariff charges approved by the Commission. This true-up and any associated payments from either SWBT or the Collocator to the other shall occur within a reasonable amount of time after the tariff charges become effective, and shall not effect the right of either SWBT or the Collocator to appeal any Commission order with respect to such tariff proceeding.

20.0 RATE ELEMENTS

- 20.1 Determination of Charges Not Established in Tariff (Custom Work Charges)
 - A. Rate Elements In the event that SWBT seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Tariff, SWBT shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this Tariff. When SWBT provides the price quote containing rate elements or charges that are not established in this Tariff, SWBT shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Tariff.
 - In the event the collocator disputes the rate element or charge proposed by SWBT that is not B. specifically provided for in this Tariff, the collocator shall notify SWBT of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of the Collocator's notification, then the Collocator may file a request for dispute resolution with Central Records of the Commission. In its request, the Collocator should provide a copy of SWBT's price quote, a detailed explanation of the charges in dispute, and the Collocator's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. Any Commission resolution or agreement reached by the Collocator and SWBT after the dispute has been filed with the Commission shall be made public. In the event that the Collocator files a request for dispute resolution with the Commission, the Collocator may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set by the Commission. The Collocator may use, as a basis for interim relief, any rate approved by another state commission, agreed to by SWBT with another Collocator, or agreed to by any other incumbent LEC for provision of the same arrangement or work.

20.2 Planning Fees

The Planning Fee, as specified in the SWBT Interconnector's Collocation Services Handbook for Physical Collocation in Kansas, recovers SWBT costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for the physical collocation arrangements. The initial Planning Fee will apply to the Collocator's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless, or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 Amp power feeds for Adjacent On-Site Collocation, or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of Collocator provided equipment that requires SWBT to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in paragraph 21.1 following.

20.0 RATE ELEMENTS (Continued)

20.3 Caged Collocation

The caged collocation option provides the collocator with an individual enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space, floor space site conditioning, Cage Common Systems Materials and Cage Preparation charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in paragraph 21.2 following.

When a collocator constructs its own cage and related equipment, the collocator will not be subject to the Cage Preparation Charge as set forth in paragraph 21.2 following. The collocator may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in paragraph 16.3 preceding will apply.

If the collocator elects to install, or requests that SWBT provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in paragraph 21.3 following applies.

A. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Kansas:

- Construction costs
- Operating costs

20.0 RATE ELEMENTS (Continued)

20.3 Caged Collocation (Continued)

B. Site Conditioning Charge

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

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

C. Common Systems Materials Charge

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

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

D. Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective method of security systems, which may consist of a sub set of the following:

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

20.0 RATE ELEMENTS (Continued)

20.3 Caged Collocation (Continued)

D. Safety and Security (Continued)

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such eligible structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLEC's equipment that is collocated under the cageless option.

E. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.2 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

F. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.3.1 Caged Common Collocation

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by SWBT within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided SWBT with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, SWBT will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, SWBT will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

20.0 RATE ELEMENTS (Continued)

20.3 Caged Collocation (Continued)

20.3.1 Caged Common Collocation (Continued)

SWBT will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.3.

SWBT will provide floor space site conditioning and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in SWBT premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in Section 21.3.1.

Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted.

A. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Kansas:

- Construction costs
- Operating costs

B. Site Conditioning Charge

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

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

20.0 RATE ELEMENTS (Continued)

- 20.3 Caged Collocation (Continued)
- 20.3.1 Caged Common Collocation (Continued)

C. Common Systems Materials Charge

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

 Installation and maintenance of iron work, racking, and lighting above the Common Cage.

D. Safety and Security

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay, or frame and was developed based on implementation of varying combinations of the following security measures and devices.

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

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLECs equipment that is collocated under cageless option.

E. Cage Preparation

Consists of the following elements and represents charges unique to the Collocator making the request. Rates and charges are as found in paragraph 21.3.1 following.

- Grounded wire partition
- Door key set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

20.0 RATE ELEMENTS (Continued)

- 20.3 Caged Collocation (Continued)
- 20.3.1 Caged Common Collocation (Continued)

F. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

20.4 Cageless Collocation

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by SWBT within an eligible structure to be used by the collocator for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

SWBT will provide Floor Space, floor space site conditioning, safety and security, and building and common systems materials per a relay rack, bay, or frame. Collocators shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first collocator in SWBT premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to each collocator will be based upon the number of frames used by each collocator. Rates and charges are found in Section 21.3.

A. Eligible Structure Floor Space Charges

Consists of the following elements which are based on the average cost for SWBT within Kansas:

- Construction costs
- Operating costs

20.0 RATE ELEMENTS (Continued)

20.4 Cageless Collocation (Continued)

B. Site Conditioning Charge

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

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

C. Cageless Common Systems Materials Charge

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

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

D. Safety and Security

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

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

20.0 RATE ELEMENTS (Continued)

20.4 Cageless Collocation (Continued)

D. Safety and Security (Continued)

In the event SWBT elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such Eligible Structure shall be applicable. In no event shall a CLEC be required to pay for both an interior security partition to separate SWBT's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to CLEC's equipment that is collocated under cageless option.

20.5 DC Power Consumption

The DC Power Charge consists of use of the DC power system, with AC input and AC backup for redundant DC power expressed on a per amp basis. The cost for HVAC to support DC Power Consumption is recovered as a separate but related rate element on a per 10-amp basis. DC Transmission Energy Charge provided per 2" mounting space consists of the AC energy to provide redundant DC power to an CEV/HUT/Cabinet arrangement expressed in a monthly rate. Rates and charges are as found in Section 21.4.

20.6 DC Power Panel (Maximum 50 AMP) (Optional)

This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element will be provided by SWBT. Rates and charges are as found in paragraph 21.5 following.

20.7 DC Power Panel (Maximum 200 AMP) (Optional)

At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current, however the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by SWBT technical support. This rate element will be provided by SWBT. Rates and charges are as found in paragraph 21.6 following.

20.0 RATE ELEMENTS (Continued)

20.8 Eligible Structure Ground Cable Arrangement, Each

The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Insolated Ground Planes require a Ground Cable Arrangement in the Collocator's Dedicated Space. Adjacent structure ground cable arrangement is found in paragraph 20.24. Rates and charges are as found in paragraph 21.7 following.

20.9 Security Cards

The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. SWBT will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate SBC Photo ID Card and Electronic Access For Collocators and Associated Contractors form, which is located on the CLEC ONLINE website. In emergency or other extenuating circumstances (but not in the normal course of business), collocators may request that the twenty-one (21) day interval be expedited, and SWBT will issue the access and/or ID cards as soon as reasonably practical. Rates and charges are as found in paragraph 21.8 following.

20.10 Bits Timing (per two Circuits) (Optional)

A SWBT provided single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment. Rates and charges are as found in paragraph 21.9.

20.11 Standard Bay or Cabinet, Each (Optional)

The collocator may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by SWBT or may request that SWBT provide and install the bay or cabinet in the cageless space only. If the collocator elects for SWBT to provide a bay or cabinet, the rates and charges are as found in Paragraph 21.10. When, at the collocator's option, a bay or cabinet is placed in space designated by SWBT, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between the Collocator's facilities and SWBT facilities, previously referred to as "Point of Termination (POT) bay."

20.12 Interconnection Arrangement Options

Collocators will select one or more of the interconnection arrangements listed below:

20.12.1 DS1 Interconnection Arrangement (DSX or DCS), Each

A SWBT provided arrangement of twenty-eight (28) DS1 connections per arrangement between the collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an Adjacent Structure and SWBT's cross-connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in paragraph 21.11 following.

20.0 RATE ELEMENTS (Continued)

20.12 Interconnection Arrangement Options (Continued)

20.12.2 DS3 Interconnection Arrangement (DSX or DCS), Each

A SWBT provided arrangement for one (1) DS3 connection per arrangement between the Collocator's optional POT Frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. If regeneration is required because the cabling distance between the collocator's POT bay or termination point located in an adjacent structure and SWBT's cross connect bay exceeds ANSI limitations or where the collocator specifically requests regeneration, it will be at the collocator's expense. Rates and charges are as found in paragraph 21.11 following.

20.12.3 Copper Cable Interconnection Arrangement, Each

A SWBT provided arrangement that provides one hundred (100) (non-shielded) connections between the Collocator's optional POT frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.11 following.

20.12.4 Shielded Cable Arrangement, Each

A SWBT provided arrangement that provides one hundred (100) (shielded) connections between the Collocator's optional POT frame or equipment bay and the SWBT network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.11 following.

20.13 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the SWBT's network. This rate element may not be provided by the Collocator. The Collocator will not be permitted access to the SWBT Main Distribution Frame. Rates and charges are as found in paragraph 21.12 following.

20.14 Timing Interconnection Arrangement (Optional)

Timing lead (1 pair) of wires provided by SWBT to the Collocator's dedicated Collocator's physical collocation space or optional POT frame or equipment bay. Rates and charges are as found in Paragraph 21.13 following.

20.0 RATE ELEMENTS (Continued)

20.15 Power Arrangement Provisioning

The Power Arrangement is the cable and the cable rack including support and fabrication material expressed as a monthly rate for either 2-20 AMP, 2-50 AMP, or 2-100 AMP feeds. Rates and charges are as found in Paragraph 21.14 following.

20.16 Entrance Facility Conduit, Per Fiber Cable Sheath

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Paragraph 21.15 following.

20.17 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber Charge reflects the time interval spent by SWBT in pulling the Collocator's cable facilities from the SWBT designated manhole, through the SWBT cable vault and through the SWBT cable support structure to the collocator's equipment. Rates and charges are as found in Paragraph 21.16 following.

20.18 Miscellaneous Charges (Optional)

Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet. Rates and charges per foot are as found in paragraph 21.17 following.

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

A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Rates and charges are as found in Paragraph 21.18.

20.0 RATE ELEMENTS (Continued)

20.20 Pre-visits

General Applications

Prior to submitting an application, the prospective collocator may elect to arrange with SWBT to visit an Eligible Structure for the purpose of permitting the collocator to determine if the structure meets the potential collocator's business needs and if space is available in the structure for the potential collocator's physical collocation arrangement. Prospective collocators electing to pre-visit SWBT Eligible Structures must submit their request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. Prospective collocators will not be allowed to take photographs, make copies of SWBT site-specific drawings nor make any notations. For pre-visits, SWBT will limit the number of SWBT employees attending the pre-visit to one SWBT employee, unless a different number of SWBT employees is mutually agreed upon. The Collocator will only be billed for the times of the employee approved by the collocator and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen-minute increments. Rates and Charges are as found in paragraph 21.19.

20.21 Construction Inspections

During the construction of all forms of physical collocation space required under this tariff, Collocators shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the tariffed or agreed upon interval, collocators will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in paragraph 4.2. If any travel expenses are incurred, the collocator will be charged for the time SWBT employees spend traveling and will be based on fifteen (15)-minute increments. Rates and charges are as found in Paragraph 21.20.

20.22 Adjacent On-Site Structure Arrangements

If a collocator elects to provide an adjacent On-site structure as described in paragraph 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure, SWBT will charge Planning Fee to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-Site Structure Arrangement request. Rates and charges are found in Paragraph 21.21 following. In addition, should the collocator elect to have SWBT provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in paragraphs 21.5 and 21.6 following.

Planning Fee

An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and the ILEC on an Adjacent On-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent on-site structure. Rates and charges are found in Paragraph 21.21 following.

20.0 RATE ELEMENTS (Continued)

20.23 Adjacent Off-Site Arrangement

If the collocator elects to provide an adjacent off-site structure as defined in Section 2 of this tariff and as described in Paragraph 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside a SWBT Eligible Structure and Collocator's Adjacent On-Site Space is not within 50 feet of the Eligible Structure's outside perimeter wall, SWBT will provide the following sub-elements to the extent technically feasible. The Adjacent Off-Site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of SWBT's Central Office or Eligible Structure. When the Collocator elects to collocate by Adjacent Off-Site Arrangement, the Collocator shall provide both AC and DC Power required to operate such facility. Rates and charges for these sub-elements are as found in Paragraphs 21.22 and 21.22.1 following.

Planning Fee Adjacent Off-site Arrangement

An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent off-site structure and the ILEC on Adjacent Off-site initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations to the Collocator's Adjacent off-site structure. Rates and charges are found in paragraph 21.22 following.

20.23.1 Conduit Space for Adjacent Off-site Arrangement

Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between the SWBT designated manhole and the cable vault of the eligible structure. Rates and charges are as found in paragraph 21.22.1 following.

20.24 Collocation Availability Space Report Fee

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that SWBT is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in paragraph 21.23 following.

20.25 Collocation to Collocation Connection

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

A. Fiber Cable (12 Fibers)

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a nonrecurring charge and monthly rate. Rates and charges are as specified in paragraph 21.24.

20.0 RATE ELEMENTS (Continued)

20.25 Collocation to Collocation Connection (Continued)

B. Copper Cable (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate. Rates and charges are as specified in paragraph 21.24.

C. Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate. Rates and charges are specified in paragraph 21.24.

D. Cable Racking and Hole

This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each physical collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate and these charges are specific in paragraph 21.24.

E. Route Design

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specific in paragraph 21.24.

21.0 RATES AND CHARGES

The following rates and charges apply for physical collocation requests:

		USOC	Monthly Rate	Nonrecurring <u>Charge</u>
21.1	Planning Fees	<u> </u>	<u></u>	
	Caged Collocation - Planning – Central Office (Per Sq. Ft. of space used by CLEC) - Initial - Subsequent (Inter. Cabling) - Subsequent (Power Cabling) - Subsequent (Inter./Power Cabling)	C1FHC NRBCE NRMZA NRMZB NRMZC	\$0.09 None None None None	\$ 7.55 5,244.43 2,267.04 2,306.10 2,884.60
	Cageless Collocation - Planning – Central Office (Per Frame used by CLEC) - Initial - Subsequent (Inter. Cabling) - Subsequent (Power Cabling) - Subsequent (Inter./Power Cabling)	C1FWJ NRB5J NRMZA NRMZB NRMZC	1.13 None None None None	75.54 4,601.93 2,267.04 2,306.10 2,884.60
	Cage Common Collocation Planning – Central Office - Per Linear Foot Planning – Initial - Per Request Planning – Subsequent Inter. Cabling Only - Per Request Planning – Subsequent Power Cabling Only - Per Request Planning – Subsequent Inter./Power Cabling	C1FWM NRB5J NRMZA NRMZB	0.44 None None None	29.24 4,601.93 2,267.04 2,306.10
	- Per Request Non-standard Planning Fee (Caged, Cageless, and Caged Common) - Per Request	NRMZC NRMZE	None None	2,884.60 1,436.00
	CEVs, Huts, Cabinets Planning -Standard	NRB1G	None	631.17
21.2	Caged Collocation (A) -Floor Space Charges, per square foot - Augment rates are same as above	SP14L	5.97	None
	- Augment rates are same as above			

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BY: Jim Jamison, President-Kansas Southwestern Bell Telephone Company, LLC Topeka, Kansas

per square foot

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.2 Caged Collocation	on (Continued)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
(B) - Site Conditi	oning, per square foot	SP1WB	None	\$ 9.28
(C) - Cage Comr Materials C (per square	harge,	SP14A	\$ 0.44	59.86
(D) - Safety & Se (per square		SP14N	None	19.56
(E) - Cage Prepa (per square		C1FHE	0.27	19.70
	n Dedicated HVAC Charge Power Plant Floor Space	NRB1H SP1SY	None 394.00	3,100.00 None
- Augmen unit	t rates are same as above per			
21.3 Cageless Colloc	ation			
(A) - Floor Space	e Charges	SP19C	64.21	0.00
per Frame (B) - Site Conditi	(B) - Site Conditioning Charge, per frame	SP1WC	None	92.81
(C) - Cageless C Materials C Per Frame	ommon Systems harge,	SP1WE	9.35	760.45

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.3 Cageless Collocation (Continued)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
(D) - Safety & Security, per frame	SP1WG	None	\$ 195.57
21.3.1 Caged Common Collocation			
(A) - Floor Space Charges Caged Common per linear foot of rack space	C1FWK	\$ 24.87	None
(B) - Site Conditioning Per Bay	SP1WC	None	92.81
(C) - Common Systems Materials Charge, Per Linear Foot of Rack Space	C1FWL	3.62	294.37
(D) - Safety & Security, Per Frame	SP1WG	None	195.57
(E) - Cage Preparation Charge Per Linear Foot of Rack Space	C1FWO	1.00	157.04
 (F) - RSM Option - Additional Dedicated HVAC Charge - Dedicated Power Plant Floor Space Charge 	NRB1H SP1SY	None 394.00	3,100.00 None
r icor opaco chargo	001	001.00	140110

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.4	DC Power Consumption (Caged, Cageless, and Caged Common Arrangements)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
	Per AMPHVAC (Per 10 Amps)	C1FWA SP11T	\$10.61 14.62	None None
	Adjacent On-site Arrangements DC Power, Standard Power Consumption Arrangements (Adjacent On-site) - Per Amp	C1FWA	10.61	None
	DC Power Consumption (CEV, Hut, and Cabinet) - Per 2" Mounting Space	SP1QK	1.27	None
21.5	DC Power Panel (Maximum 50 AMP) (Optional)	SP1QP	15.77	\$3,079.47

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
21.6 DC Power Panel (Maximum 200 AMP) (Optional)	SP14R	\$18.75	\$3,659.49

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.7 Eligible Structure Groun	d	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
Cable Arrangement - per square foot (For - per frame (For Cage) - per linear foot (For C	ess)	SP1CR C1FX4 C1FWN	\$ 0.03 0.33 0.13	\$ 0.92 15.32 5.93
21.8 Security Cards/ID Cards - Access Cards, per 5 new and replacemen	cards,	NRBZW	None	123.35
 Expedite Request, per 	Expedite Request, per 5 cards New and replacement	C1FWB	None	203.35
21.9 Bits Timing (Optional) - per two circuits		SP1QT	3.58	698.82
21.10 Optional Standard Fram Cabinet, each - Standard Bay - Cabinet/Large Bay	e or	NRB5M NRB5N	8.89 17.78	721.28 3,470.81
21.11 Interconnection Arrange - DS1 Arrangement (2 - The Company provide terminations (Caged) (Cageless) (Caged Common)	8 DS1s) - DCS	SP1QM C1FHJ C1FHK	297.44	3,613.06
(Adjacent On-site CollocDS1 Arrangement (2The Company provid terminations	8 DS1s) - DCS	SP12L	439.98	2,341.45
(Adjacent Off-site CollocDS1 Arrangement (2The Company provid terminations	8 DSÍs) - DCS	SP12N	439.96	1,830.99

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.11	Interconnection Arrangement Options (Continued)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
	(Caged) (Cageless) (Caged Common) - DS1 Arrangement (28 DS1s) - DSX - The Company provides cabling and	SP1T3 C1FJV C1FJW	0.70	04.040.40
	terminations (Adjacent On-site Collocation) - DS1 Arrangement (28 DS1s) - DSX - The Company provides cabling and		\$ 9.79	\$1,346.48
	terminations (Adjacent Off-site Collocation) - DS1 Arrangement (28 DS1s) - DSX - The Company provides cabling and	SP12R	35.04	2,341.45
	terminations DS1 Arrangement (Adjacent Off-site)	SP12T	35.03	1,830.99
	DS1 Arrangement (450 DS1s) - MDF - Connection to MDF - The Company places and terminates cable	SP12W	311.43	485.31

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

The following rates and charges apply for physical collocation requests:				
21.11	Interconnection Arrangement Options (Continued)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
	 (Caged) (Cageless) (Caged Common) DS3 Arrangement (1 DS3) - DCS The Company provides cabling and terminations 	SP1T5 C1FJX C1FJY	\$115.59	\$2,181.58
	 (Adjacent On-site Collocation DS3 Arrangement (1 DS3) - DCS The Company provides cabling and terminations 	SP123	242.36	598.33
	 (Caged) (Cageless) (Caged Common) DS3 Arrangement (1 DS3) - DSX The Company provides cabling and 	SP1QN C1FJZ C1FJ1		
	terminations		7.14	603.89
	 (Adjacent On-site Collocation) DS3 Arrangement (1 DS3) - DSX The Company provides cabling and terminations 	SP127	12.36	598.33
	Copper Cable Interconnection Non-Shielded and Shielded Cable Arrangemen (100 pairs) (Caged) Non-Shielded (Caged) Shielded (Cageless) Non-Shielded (Cageless) Shielded (Caged Common) Shielded (Caged Common) Non-Shielded The Company provides cabling and terminations	SP1QQ SP1WU SP13E SP1WV C1FWP C1FWQ	4.92	1,027.16
	(Adjacent On-site Collocation) - Non-Shielded - Shielded	SP13G SP14S		
	 The Company provides cabling and terminations 		6.19	1,371.93

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.11	Interconnection Arrangement Options (Continued)	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
	 (Adjacent Off-site Collocation) (900 Pairs) The Company places and terminates cable 	SP13J	\$311.43	\$485.31
21.12	Optical Circuit Arrangement (12 fibers) - (Caged) - (Cageless) - (Caged Common) - The Company provides cables and terminates	SP1QR SP13L SP13M	6.55	1,779.78
	(Adjacent On-site)The Company provides cables and terminates	SP13N	8.25	3,751.22
	(Adjacent Off-site Collocation) - The Company places and terminates cable	SP13P	9.02	3,370.20
21.13	Timing Interconnection Arrangement (2 Timing Leads per Linear ft.)	SP1QS	0.08	14.81

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

24.44	Davier Arren rement Dravisionis	USOC	Monthly Rate	Nonrecurring <u>Charge</u>
21.14	Power Arrangement Provisioning (Caged and Cageless) (Caged Common) - 2-20 AMP Power Feeds	C1FHO C1FHR	\$7.74	\$1,570.84
	(Caged and Cageless) (Caged Common) - 2-50 AMP Power Feeds	C1FHP C1FHS	9.57	1,954.85
	(Caged and Cageless) (Caged Common) - 2-100 AMP Power Feeds	C1FHQ C1FHT	11.39	2,344.44
	(Adjacent On-site Collocation) Power Delivery Provisioning Charge			
	-2-100 Amp Power Feeds -2-200 Amp Power Feeds -2-300 Amp Power Feeds -2-400 Amp Power Feeds	C1FHU C1FHV C1FHW C1FHX	13.84 13.84 13.84 13.84	7,853.86 14,584.00 20,338.00 28,143.00
	For Augments the Power Delivery Charge Same As Above			
21.15	Entrance Facility Conduit Conduit to vault, per cable sheath	SP1CA	8.76	None

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

21.16 Entrance Fiber Charge, per cable sheath	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
(Caged, Cageless, Caged Common)The Company places Entrance Fiber	SP1Q9	\$4.85	\$1,619.88
(Adjacent On-site) - Fiber Cable Placement	CD426	2.42	076.06
per fiber cable sheath	SP136	2.13	976.96
- Entrance Fiber Racking	SP137	1.55	None
CEV, HUT, Cabinet - Fiber Cable Placement	05.405		
per sheath - Entrance Conduit	SP18F	None	53.58
per sheath	SP18G	2.61	None
21.17 Miscellaneous Collocation Charges (Optional)			
Standard Equipment Bay Non-Standard Cabinet Bay VF/DSO Termination Panel/module DDP-1 Panel/Jack Access Card DS3/STS-1 Interconnect Panel DS3 Interconnect Module Fiber Optic Splitter Panel Fiber Termination Dual Module	NRB5M NRB5N SP1CV SP1WO SP1WR SP1WS SP1XA SP1XB	8.89 17.78 3.10 8.08 2.38 0.45 1.52 1.37	721.28 3,470.81 605.64 1,576.65 465.47 87.35 297.00 267.88
 21.18 Rack Mounting Plate Space in cabinets (2" Mounting Space) Large cabinet size Medium cabinet size Small cabinet size 	SP1QZ SP1Q1 SP1Q2	1.63 2.19 3.29	None None None
In Huts - Maxihut - Minihuts	SP1Q3 SP1Q4	0.77 1.33	None None
In CEVs - 24 foot - 16 foot	SP1Q5 SP1Q6	1.64 1.77	None None

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

04.40 Dec. visite	USOC	Monthly Rate	Nonrecurring <u>Charge</u>
 21.19 Pre-visits Collocation Ser. Mgr. – 2nd Level (Per 15 Minutes) Comm. Tech - Craft 	NRB11	None	\$23.23
(Per 15 Minutes) - CO Manager - 1st Level	NRB14	None	19.60
(Per 15 Minutes) - Floor Space Planning – 1st Level	NRB12	None	19.72
(Per 15 Minutes)	NRB13	None	19.24
21.20 Construction InspectionsProject Manager - 1st Level			
(Per 15 Minutes)Collocation Ser. Mgr. – 2nd Level	NRMZG	None	19.24
(Per 15 Minutes)	NRB11	None	23.23
21.21 Adjacent On-Site Structure Arrangements Planning Fees			
Initial (per request)Subsequent	SP139 SP14V	None None	9,268.73 1,606.77
Land Rental, per square footExtension of 100 AMP AC Service	SP14T	\$ 0.44	None
from C.O. Switchboard (optional) - AC Usage, per KWH	SP14D SP14E	None 0.05	6,447.00 None
Cable Rack - DC Power Cable Rack	C1FHZ	13.64	2,667.22
 Fiber Cable Rack Interconnection Arrangements (Copper) 	C1FH2 C1FH1	20.63	None
Racking	C1FH2	30.63	None
Conduit Placement - DC Power Conduit (Per 2-Ducts)	C1FH3	None	7,386.71
Fiber Conduit (Per 1-Duct)Interconnection Arrangements Conduit	C1FH4	None	4,711.89
(Per 2-Duct)	C1FH5	None	5,595.50
21.22 Adjacent Off-site ArrangementPlanning, Per request	SP14W	None	1,254.32
21.22.1 Conduit Space, Per Innerduct	C1FWR	1.17	None

21.0 RATES AND CHARGES (Continued)

The following rates and charges apply for physical collocation requests:

	<u>USOC</u>	Monthly Rate	Nonrecurring <u>Charge</u>
 21.23 Collocation Space Availability Report Charge Report Fee, per Report and per Eligible Structure Requested 	NRBYX	None	168.04
 21.24 Collocation to Collocation Connection	C1FWH	\$1.38	\$1,404.07
Copper Cable (28 DS1s)The Company Provides Cable and Installs	C1FWF	1.41	982.35
Coax Cable (1 DS3)The Company Provides Cable and Installs	C1FWG	1.30	433.86
Cable Racking and Hole - Fiber (per 12 Fibers) - DS1 (per 28 DS1s) - DS3 (per DS3)	C1FWC C1FWD C1FWE	0.82 0.57 0.50	None None None
- Route Design Per Request	NRMZF	None	424.88
Physical to Virtual		Same as Cagele	ss to Cageless

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities

When the Collocator selects the option to provide install, and terminate their interconnection and power cabling with a SWBT Approved Vendor, the following paragraphs will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Sections 22 and 23 following.

- 22.1 The Collocator has the option to provide, install and terminate their interconnection cabling between the Collocator's Dedicated Space and the SWBT Main Distribution Frame or its equivalent by an SWBT Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator must indicate on its physical collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 22.2 (G) below. If Collocator selects this option, SWBT will install and stencil termination blocks or panels at SWBT Main Distribution Frame or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator. Intervals and provisioning for these options are found in Section 22.3 (A-G). The Collocator's SWBT Approved Vendor must obtain an approved Method Procedures (MOP) from SWBT and follow SWBT's Technical Publication TP 76300MP for installation of equipment and facilities.
- The Collocator has the option to provide, install, and terminate their power cable leads between Collocator's Dedicated Space and SWBT's Battery Distribution Fuse Bay (BDFB) by an SWBT Approved Power Installation Vendor. When the SWBT designated power termination point is at the Power Plant Primary Distribution, the Collocator's SWBT Approved Power Installation Vendor will provide and install the power cable leads, but not terminate. The Collocator must contact the SWBT Project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to the SWBT Power Plant Primary Distribution, which will be performed by SWBT. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section. The Collocator may not elect to do some but not all the activities unless otherwise permitted in this section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 22.1 above. Intervals and provisioning for these options are found in Section 22.3 (A-G). The Collocator's SWBT Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SWBT and follow SWBT's Technical Publication TP 76300MP for installation of equipment and facilities.
- 22.3 Interval (Collocator Installs Interconnection and Power Cabling)
 - A. The intervals set forth in this Section 22.3 apply only when Collocator installs interconnection and power cabling. SWBT will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If SWBT determines that Collocator's Physical Collocation Application is unacceptable, SWBT shall advise Collocator of any deficiencies within this ten (10) calendar day period.

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

22.3 Interval (Collocator Installs Interconnection and Power Cabling) (Continued)

A. (Continued)

SWBT shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

- B. The delivery interval relates to the period in which SWBT shall construct and turn over to the Collocators the requested Physical Collocation Space. The delivery interval begins on the date SWBT receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide SWBT, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the 50% payment of nonrecurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as SWBT has received such response and payment. If the Collocator has not provided SWBT such response and payment by the twelfth (12) calendar day after the date SWBT notified Collocator its request has been granted, the application will be canceled. Dedicated Space is not reserved until SWBT's receipt of the confirmatory response in writing from the Collocator with applicable fees.
- C. The delivery interval for Caged or Cageless Physical Collocation is determined by SWBT taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator, the type of Dedicated Space available for collocation, and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

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

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

- 22.3 Interval (Collocator Installs Interconnection and Power Cabling) (Continued)
 - C. (Continued)

Table (1)

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

Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above. All Physical Collocation Applications (except requests for Adjacent Structure Collocation) received by SWBT from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space have been distinctly marked by SWBT.

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

If Applications (1-4) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-6) are for Physical Collocation Space and only Inactive Collocation Space exists and additional power or HVAC is not required, the delivery interval assigned will be one hundred forty (140) calendar days. If Applications (7-12) are for Physical Collocation Space where Active Collocation Space is available and overhead iron/racking does not exist, the delivery intervals assigned to Applications (7-10) will be eighty (80) calendar days and for Applications (11-12) will be assigned eighty five (85) calendar days.

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

- 22.3 Interval (Collocator Installs Interconnection and Power Cabling) (Continued)
 - D. The second fifty percent (50%) payment must be received by SWBT prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by SWBT.
 - E. For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:
 - 168 DS1 connections and/or
 - 48 DS3 connections and/or
 - 400 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber pair connections

This application must include an up-front payment of the Planning Fee and fifty percent (50%) of all applicable nonrecurring charges.

The delivery interval for the above Augments is determined by SWBT taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power. The delivery interval assigned will be provided to the Collocator by SWBT with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by SWBT from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

- 22.3 Interval (Collocator Installs Interconnection and Power Cabling) (Continued)
 - E. (Continued)

Table (2)

1 4515 (2)		
Number of All Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use
1 – 10	30 calendar days	60 calendar days
11-20	35 calendar days	65 calendar days

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

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

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

- F. For all Augments other than provided above, SWBT will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- G. Within twenty (20) calendar days or mutually agreed upon time, from SWBT's receipt of the confirmatory response in writing to continue construction on the Physical Collocation job requested along with the 50% payment of nonrecurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

22.4 Rate Elements for SWBT Central Offices

A. Caged Collocation

When a collocator constructs its own cage and related equipment, the collocator will be subject to the AC circuit placement charge, which includes 4" conduit and wiring from the electrical panel to cage as set forth in paragraph 23.1 (A) following. This is expressed as a nonrecurring charge per sq. ft. of space requested.

B. Power Arrangement

When the Collocator selects the option to provide and install their power cable by an SWBT Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. The Collocator will not be permitted access to the SWBT Battery Distribution Fuse Bay or Power Plant Primary Distribution, but the SWBT approved power installation vendor will have access. Rates for extension of power cables to the Adjacent On-Site structure will not apply when provided and installed by CLECs SWBT Approved Vendor. This is expressed as a monthly rate as specified in 23.1 (B).

C. Entrance Fiber

When the Collocator options to pull the Collocator's provided fire retardant entrance fiber optic cable under SWBT observation, through the SWBT cable vault to the Collocator's equipment with an SWBT approved vendor, only the construction and route design charge will apply. The Collocator will not be permitted access to the cable vault, but the SWBT approved vendor will have access. Rates and charges are as found in paragraph 23.1 (C) following.

D. Voice Grade Interconnection

When the Collocator selects the option to provide and install their interconnection cabling by an SWBT approved vendor, the Voice Grade Terminal blocks at the MDF, rack occupancy, and ongoing maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 23.1 (D).

E. DS-1 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a non-recurring charge and a monthly rate as specified in 23.1 (E).

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

22.4 Rate Elements for SWBT Central Offices (Continued)

F. DS-1 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (F).

G. DS-3 Interconnection Arrangement to DCS

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (G).

H. DS-3 Interconnection Arrangement to DSX

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the DSX at the MDF, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (H).

I. Fiber Interconnection Arrangement

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. The Collocator will not be permitted access to the Main Distribution Frame, but the SWBT approved installation vendor will have access. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (I).

22.0 CDOW (CLECs Doing Own Work) - Collocator Responsibilities (Continued)

22.4 Rate Elements for SWBT Central Offices (Continued)

J. Collocation to Collocation Connection

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

1. Fiber Cable

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (J) (1).

2. Copper Cable

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (J) (2).

3. Coax Cable

When the Collocator selects the option to provide and install the interconnection cabling by an SWBT approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a nonrecurring charge and a monthly rate as specified in 23.1 (J) (3).

4. Cable Racking and Hole

This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate specified in 23.1 (J) (4).

5. Route Design

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a nonrecurring charge and this charge is specific in 23.1 (J) (5).

23.0 CENTRAL OFFICES

23.1 Rates and Charges for CLECs Doing Own Work

The rate elements below represent the charges associated with CLECs providing, installing, and terminating their interconnection and power cabling, as well as placing entrance fiber by a Company Approved Vendor. When the Collocator selects the option to build their own cage by a Company Approved Vendor, the AC Circuit Placement Charge in 23.1 (A) will apply. However, the rates and charges within CDOW are not comprehensive. There are rates and charges from the preceding sections of this same tariff that still apply for CDOW for rate elements that are not specifically addressed within Section 23 following.

		USOC	Rate Per Month	Nonrecurring Charge
Ca	ged Collocation	<u> </u>		<u> </u>
A.	Caged Collocation - AC Circuit Placement (CLEC Approved Vendor installs Cage) (Per square foot of floor space requested)	C1FXA	\$00.00	\$5.29
В.	Power Arrangement Provisioning			
	Caged, Cageless, and Caged Common (CLEC Approved Vendor provides and installs)			
	2-20 AMP Power Feeds2-50 AMP Power Feeds2-100 AMP Power Feeds	C1FW8 C1FW8 C1FW8	0.25 0.25 0.25	48.23 48.23 48.23
	(Adjacent On-site Collocation) Extension of Power Cables Power Delivery Provisioning Charge (CLEC Approved Vendor provides and installs			
	2-100 Amp Power Feeds 2-200 Amp Power Feeds 2-300 Amp Power Feeds 2-400 Amp Power Feeds		0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
C.	Entrance Fiber Charge, per cable sheath			
	Caged, Cageless, and Caged Common (CLEC Approved Vendor places)			
	- CLEC places Entrance Fiber	C1FW9	4.85	809.13
	Adjacent On-site (CLEC Approved Vendor places) - Fiber Cable Placement per fiber cable sheath	C1FXX	2.13	488.48

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BY: Jim Jamison, President-Kansas Southwestern Bell Telephone Company, LLC Topeka, Kansas

23.0 CENTRAL OFFICES (Continued)

23.1 Rates and Charges for CLECs Doing Own Work (Continued)

		USOC	Rate Per <u>Month</u>	Nonrecurring <u>Charge</u>
Ca	ged Collocation (Continued)			
D.	Voice Grade Interconnection (Collocator provides and installs)			
	Caged, Cageless, and Caged Common Arrangement (Non-Shielded) (Shielded) (Per 100 Pairs)	C1FXB C1FXC	\$ 3.86	\$ 156.02
	Adjacent On-Site Collocation Arrangement (Non-Shielded) (Shielded) (Per 100 Pairs)	C1FXB C1FXC	3.86	156.02
	Adjacent Off-site (Per 900 Pairs)	C1FXY	311.43	None
E.	DS1 Interconnection (Collocator provides and installs cabling)			
	Caged, Cageless, and Caged Common Arrangement to DCS (Per 28 DS1s)	C1FXD	295.42	3,105.79
	Adjacent On-site Collocation Arrangement to DCS (Per 28 DS1s)	C1FXD	295.42	3,105.79
	Adjacent Off-site Collocation Arrangement to DCS (Per 28 DS1s)	C1FXZ	439.96	None

23.0 CENTRAL OFFICES (Continued)

23.1 Rates and Charges for CLECs Doing Own Work (Continued)

Ca	ged Collocation (Continued)	USOC	Rate Per <u>Month</u>	Nonrecurring <u>Charge</u>
F.	DS1 Interconnection (Collocator provides and installs cabling)			
	Caged, Cageless, and Caged Common Arrangement to DSX (Per 28 DS1s)	C1FXE	\$ 6.07	\$ 486.89
	Adjacent On-site Collocation Arrangement to DSX (Per 28 DS1s)	C1FXE	6.07	486.89
	Adjacent Off-site Collocation Arrangement to DSX (Per 28 DS1s)	C1FX1	35.03	None
	DS1 Arrangement (450 DS1s) - MDF - Connection to MDF	C1FX2	311.43	None
G.	DS3 Interconnection (Collocator provides and installs cabling)			
	Caged, Cageless, and Caged Common Arrangement to DCS (Per DS3)	C1FXF	115.30	1,809.40
	Adjacent On-site Collocation Arrangement to DCS (Per DS3)	C1FXF	115.30	1,809.40
Н.	DS3 Interconnection (Collocator provides and installs cabling)			
	Caged, Cageless, and Caged Common Arrangement to DSX (Per DS3)	C1FXG	5.69	116.67
	Adjacent On-site Collocation Arrangement to DSX (Per DS3)	C1FXG	5.69	116.67

23.0 CENTRAL OFFICES (Continued)

23.1 Rates and Charges for CLECs Doing Own Work (Continued)		
	Rate Per	Nonrecurring
11000		~ !

Caged Collocation (Continued)	<u>USOC</u>	<u>Month</u>	<u>Charge</u>
Fiber Interconnection (Collocator provides and installs cabling)			
Caged, Cageless, and Caged Common Arrangement (12 Fibers)	C1FXH	\$3.76	\$495.49
Adjacent On-site Collocation Arrangement (Per 12 Fibers)	C1FXH	3.76	495.49
Adjacent Off-site Collocation Arrangement (Per 12 Fibers)	C1FX3	9.02	None
J. Collocation to Collocation Connection			
1. Fiber Cable (12 Fibers)- CLEC Provides Cable and Installs	C1FYU	0.31	None
2. Copper Cable (28 DS1s)- CLEC Provides Cable and Installs	C1FYV	0.18	None
3. Coax Cable (1 DS3)- CLEC Provides Cable and Installs	CYFYW	0.12	None
 Cable Racking and Hole For Optical (Per Cable) DS1 (Per Cable) DS3 (Per Cable) 	C1FWC C1FWD C1FWE	0.82 0.57 0.50	None None None
5. Route Design	NRMZF	None	424.88
Physical to Virtual	Same as Cageless to		

Physical to Virtual Same as Cageless to Cageless

Base Rate Area Metes and Bounds Original Sheet 1

ABILENE, KANSAS

Beginning at a point 1/2 mile north of the southeast corner of Section 3, T13S, R2E, Dickinson County, Kansas; thence south 1/2 mile; thence east 1/4 mile; thence south 3 miles; thence west 1/4 mile; thence south 1/2 mile; thence west approximately 3 3/4 miles to the Smoky Hill River; thence along said river in a westerly direction to a point 1/2 mile north of the south side of Section 25, T13S, R1E; thence west approximately 1/2 mile to a point 1/2 mile north and 1/2 mile east of the southwest corner of Section 25, T13S, R1E, thence north 2 3/4 miles; thence east 1 1/4 miles; thence north 3/4 mile; thence east 3/4 mile; thence north 1/2 mile; thence east 2 1/2 miles to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 2

ABILENE, KANSAS Enterprise Isolated Base Rate Area

Beginning at a point 1/16 mile south and 3/4 mile east of the northwest corner of Section 8, T13S, R3E, Dickinson County, Kansas; thence south 1 7/16 miles; thence east 1 1/4 miles; thence south 1/2 mile; thence east 1 1/4 mile; thence south 2 miles; thence west 3/4 mile; thence south 1/2 mile; thence west 2 miles; thence north 4 7/16 miles; thence east 1 1/4 miles to the point of beginning.

ALMENA, KANSAS

Beginning at a point 1/4 mile south and 3/4 mile west from the northeast corner of Section 3, T2S, R21W, Norton County, Kansas; thence south 2 3/4 miles; thence west 3 1/4 miles; thence north 2 3/4 miles; thence east 3 1/4 miles to the point of beginning.

ANDALE, KANSAS

Beginning at a point 1/4 mile east of the northwest corner of Section 12, T26S, R3W, Sedgwick County, Kansas; thence south 2 1/2 miles; thence west 2 3/4 miles; thence north 2 1/2 miles; thence east 2 3/4 miles to the point of beginning.

ANTHONY, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 18; T33S, R6W, Harper County, Kansas: thence south 1 mile; thence east 3/4 mile; thence south 2 1/4 miles; thence west 3/4 mile; thence south 1/4 mile; thence west 2 1/2 miles; thence north 1 mile; thence west 1/4 mile; thence north 1 1/2 miles; thence east 1 mile; thence north 1 mile; thence east 1 3/4 miles to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 6

ARKANSAS CITY, KANSAS

Beginning at the northeast corner of Section 7, T34S, R4E, Cowley County, Kansas; thence south 1/2

mile; thence east 1 mile; thence south 2 miles; thence east 1 mile; thence south 2 1/2 miles; thence west

1 mile; thence south 1 mile; thence west approximately 1 5/8 miles to the Atchison, Topeka and Santa Fe

Railroad tracks; thence in a southwesterly direction along said tracks approximately 2 miles to the Kansas

- Oklahoma State Line; thence west along said State Line approximately 1/2 mile to a point 1/2 mile west

of the east side of Section 13, T35S, R3E; thence north 2 miles; thence west 1 mile; thence north 1/2

mile; thence west 1/2 mile; thence north 1 1/2 miles; thence west 1/2 mile; thence north 2 miles; thence

east 1/2 mile; thence north 1 1/2 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 2 1/2

miles to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 7

ATCHISON, KANSAS

Beginning at a point 1/2 mile north of the southwest corner of Section 23, T5S, R20E, Atchison County, Kansas; thence east approximately 3 1/2 miles to the Kansas-Missouri State Line, which virtually is the Missouri River; thence along said State Line in a southeasterly direction to a point at the northeast corner of Section 20, T6S, R21E; thence west 6 miles; thence north 3 miles; thence east 1/2 mile; thence north 1 1/2 miles; thence east 2 miles; thence north 1 mile to the point of beginning.

ATTICA, KANSAS

Beginning in the northeast corner of Section 17, T32S, R8W, Harper County, Kansas; thence south 3 miles; thence west 3 miles; thence north 3 miles; thence east 3 miles to the point of beginning.

ATWOOD, KANSAS

Beginning at the northeast corner of Section 34, T2S, R33W, Rawlins County, Kansas; thence south 4 miles; thence west 4 miles; thence east 4 miles to the point of beginning.

ATWOOD, KANSAS Ludell Isolated Base Rate Area

Beginning at a point 1/2 mile west of the northeast corner of Section 30, T2S, R32W, Rawlins County, Kansas; thence south 1/2 mile; thence west 1/2 mile; thence north 1/2 mile; thence east 1/2 mile to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 11

BASEHOR, KANSAS Bonner North Wire Center

Beginning at a point 1/4 mile north of the southeast corner of Section 24, T10S, R22E, on the Leavenworth-Wyandotte County Line; thence south 3 miles to a point 3/4 mile south of the north side of Section 6, T11S, R23E, Wyandotte County, Kansas; thence west approximately 3/4 mile to a point 1/4 mile west and 3/4 mile south of the northeast corner of Section 1, T11S, R22E, Leavenworth County, Kansas; thence south approximately 5/8 mile to a point 1/2 mile north and 3/4 mile east of the southwest corner of Section 12, T11S, R22E; thence west 2 1/2 miles; thence north approximately 1 1/8 miles to a point 1/4 mile south and 1/4 mile east of the northwest corner of Section 3, T11S, R22E; thence west approximately 3/8 mile to a point 1/4 mile south and 1/2 mile west of the southeast corner of Section 33, T10S, R22E; thence north 1 3/4 miles; thence east 1/4 mile; thence north 3/4 mile; thence east 3 1/4 miles to the point of beginning.

BELLEVILLE, KANSAS

Beginning at a point 1/2 mile west and 1/4 mile north of the southeast corner of Section 22, T2S, R3W, Republic County, Kansas; thence east 2 miles; thence south 3/4 mile; thence east 1/2 mile; thence south 3 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 2 1/2 miles; thence north 3/4 mile; thence west 1/2 mile; thence north 3 miles; thence east 1 mile; thence north 3/4 mile to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 13

BELOIT, KANSAS

Beginning at a point 1/4 mile east and 1/4 mile north of the southwest corner of Section 29, T6S, R7W, Mitchell County, Kansas; thence east 2 1/2 miles; thence south 1 1/2 miles; thence east 3/4 mile; thence south 2 1/4 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 2 1/2 miles; thence north 1/2 mile; thence west 1 mile; thence north 3 1/4 miles; thence east 3/4 mile; thence north 3/4 mile to the point of beginning.

BIRD CITY, KANSAS

Beginning at a point 1/4 mile east and 1/4 mile north of the southwest corner of Section 20, T3S, R37W, Cheyenne County, Kansas; thence south 3 1/2 miles; thence west 3 1/2 miles; thence north 3 1/2 miles; thence east 3 1/2 miles to the point of beginning.

BLUE RAPIDS-WATERVILLE, KANSAS

Beginning at a point 1/2 mile south and 1/4 mile east of the northwest corner of Section 15, T4S, R7E, Marshall County, Kansas; thence south 3 miles; thence west 3 1/4 miles; thence north 2 1/2 miles; thence east 1 mile; thence north 1/2 mile; thence east 2 1/4 miles to the point of beginning.

BLUE RAPIDS-WATERVILLE, KANSAS Waterville Isolated Base Rate Area

Beginning at a point 1/2 mile west of the northeast corner of Section 14, T4S, R6E, Marshall County,

Kansas; thence south 2 3/4 miles; thence west 2 3/4 miles; thence east 2 3/4 miles to the point of beginning.

BUCKLIN, KANSAS

Beginning at a point in the northeast corner of Section 33, T28S, R21W, Kiowa County, Kansas; thence south 3 miles; thence west 2 1/2 miles; thence north 3 miles; thence east 2 1/2 miles to the point of beginning.

Base Rate Area Metes and Bounds Original Sheet 18

BURNS, KANSAS

Beginning at a point 1/2 mile north and 1/4 mile west of the southeast corner of Section 30, T22S, R5E, Marion County, Kansas; thence east 3 miles; thence south 2 3/4 miles to a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 10, T23S, R5E, Butler County, Kansas; thence west 3 miles; thence north 2 3/4 miles to the point of beginning.

CANEY, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 5, T35S, R14E, Montgomery County, Kansas; thence south approximately 2 3/4 miles to the Kansas-Oklahoma State Line; thence west 3 1/4 miles; thence north approximately 2 3/4 miles to a point 1/4 mile east of the northwest corner of Section 2, T35S, R13E; thence east 1 3/4 miles; thence south 1/2 mile; thence east 1 mile to the point of beginning.

CANTON, KANSAS

Beginning at a point 1/4 mile east and 1/4 mile north of the southwest corner of Section 11, T19S, R1W, McPherson County, Kansas; thence south 3 1/2 miles; thence west 2 3/4 miles; thence north 3 1/2 miles; thence east 2 3/4 miles to the point of beginning.

CEDAR VALE, KANSAS

Beginning at a point in the northeast corner of Section 1, T34S, R8E, Chautauqua County, Kansas; thence south 3 miles; thence west 3 miles; thence north 3 miles; thence east 3 miles to the point of beginning.

CHANUTE, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 4, T27S, R18E, Neosho County, Kansas; thence south 3/4 mile; thence east 1/2 mile; thence south 1 mile; thence east 1/2 mile; thence south 1/2 mile; thence east 1 mile; thence south 1/2 mile; thence east 1 mile; thence south 1/2 mile; thence west 1 mile; thence south 2 miles; thence west 1 mile; thence south 2 miles; thence west 1 1/2 miles; thence north 1/2 mile; thence west 1 mile; thence north 1 1/2 miles; thence west 1/2 mile; thence east 1 mile; thence north 1/2 mile; thence east 2 miles to the point of beginning.

CHAPMAN, KANSAS

Beginning at a point 1/2 mile north and 1/2 mile east of the southwest corner of Section 21, T12S, R4E, Dickinson County, Kansas; thence south 3 miles; thence west 3 miles; thence north 3 miles; thence east 3 miles to the point of beginning.

CHASE, KANSAS

Beginning at a point 1/4 mile east of the northwest corner of Section 28, T19S, R9W, Rice County, Kansas; thence south 3 miles; thence west 2 1/2 miles; thence north 3 miles; thence east 2 1/2 miles to the point of beginning.

CHENEY, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 33, T27S, R4W, Sedgwick County, Kansas; thence south 3 1/4 miles; thence west 3 miles; thence north 3 1/4 miles; thence east 3 miles to the point of beginning.

CHERRYVALE, KANSAS

Beginning at a point 1/2 mile north and 1/4 mile east of the southwest corner of Section 2, T32S, R17E, Labette County, Kansas; thence south 3 miles; thence west approximately 3 3/4 miles to a point 1/2 mile south and 3/4 mile east of the northwest corner of Section 19, T32S, R17E, Montgomery County, Kansas; thence north 3 miles; thence east approximately 3 3/4 miles to the point of beginning.

CHETOPA, KANSAS

Beginning at a point 3/4 mile south and 1/2 mile west of the northeast corner of Section 23, T34S, R21E, Cherokee County, Kansas; thence south 3/4 mile; thence east 3/4 mile; thence south 1/4 mile; thence east 1/4 mile; thence south 2 1/4 miles; thence west 1/2 mile; thence south 1/2 mile; thence west 2 1/4 miles; thence north 3/4 mile; thence west 1 mile; thence north 2 1/4 miles; thence east 3/4 mile; thence north 3/4 mile; thence east 2 miles to the point of beginning.

CLAY CENTER, KANSAS

Beginning at a point 1/4 mile north and 1/2 mile east of the southwest corner of Section 28, T7S, R3E, Clay County, Kansas; thence south 1 1/4 miles; thence east 1 mile; thence south 2 1/2 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 1 1/2 miles; thence south 1/2 mile; thence west 1 mile; thence north 1/2 mile; thence west 1 1/2 miles; thence north 2 miles; thence east 1 1/2 miles; thence north 1 mile; thence east 2 1/2 miles to the point of beginning.

CLINTON, KANSAS

Beginning at a point 1/4 mile east of the northwest corner of Section 13, T13S, R18E, Douglas County, Kansas; thence south 2 miles; thence west 2 1/4 miles; thence north 2 miles; thence east 2 1/4 miles to the point of beginning.

COFFEYVILLE, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 15, T34S, R16E, Montgomery County, Kansas; thence south 1 mile; thence east approximately 3/4 mile to the center of River Road; thence along said road in a southerly direction approximately 1 mile to a point 1/4 mile east of the southwest corner of Section 23, T34S, R16E; thence east approximately 2 3/4 miles to the southeast corner of Section 19, T34S, R17E; thence south 1 mile; thence east 1/2 mile; thence south 2 miles; thence west 1/2 mile; thence south 1 1/8 miles; thence west approximately 1 mile to the Verdigris River; thence along said river in a southerly direction approximately 3/8 mile to the Kansas-Oklahoma State Line; thence west along said state line to a point 1/2 mile west of the east side of Section 15, T35S, R16E; thence north approximately 1/2 mile to a point 1/2 mile west of the northeast corner of Section 15, T35S, R16E; thence west 1/2 mile; thence north 1 mile; thence west 2 miles; thence north 1/2 mile; thence east 1 mile; thence east 2 1/2 miles; thence north 1/4 mile; thence east 1/2 mile; thence north 1/2 mile; thence east 1 mile; thence north 1/2 mile; thence east 1/2 mile to the point of beginning.

COLBY-GEM, KANSAS

Beginning at the northeast corner of Section 28, T7S, R33W, Thomas County, Kansas; thence south 3 miles; thence west 1 mile; thence south 2 miles; thence west 4 miles; thence north 5 miles; thence east 1 mile; thence north 1 mile; thence east 2 miles; thence south 1 mile; thence east 2 miles to the point of beginning.

COLBY-GEM, KANSAS Gem Isolated Base Rate Area

Beginning at a point ½ mile south of the northeast corner of Section 15, T7S, R32W, Thomas County, Kansas; thence south 2 ½ miles; thence west 3 miles; thence north 2 ½ miles; thence east 3 miles to the point of beginning.

COLDWATER, KANSAS

Beginning at a point 1/2 mile west and 1/4 mile south of the northeast corner of Section 5, R18W, T32S; thence south 3/4 mile; thence east 1/2 mile; thence south 1 1/2 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 2 1/2 miles; thence north 3/4 mile; thence west 1/2 mile; thence north 1 1/2 miles; thence east 1/2 mile; thence north 3/4 mile to the point of beginning.

CONCORDIA, KANSAS

Beginning at a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 26, T5S, R3W, Cloud County, Kansas; thence south 1 3/4 miles; thence west to a point 1/2 mile west of the northeast corner of Section 2, T6S, R3W; thence south approximately 1/2 mile to a point 1/2 mile south and 1/2 mile west of the northeast corner of Section 2, T6S, R3W; thence west 1/4 mile; thence south 1 mile; thence west 3/4 mile; thence south 3/4 mile; thence west 2 1/4 miles; thence north 1/2 mile; thence west 3/4 mile; thence north approximately 1 3/4 miles to a point 1/2 mile west of the northeast corner of Section 6, T6S, R3W; thence west to a point 1/2 mile west of the southeast corner of Section 31, T5S, R3W; thence north 3/4 mile; thence east 1/2 mile; thence north 1 mile; thence east 3 3/4 miles to the point of beginning.

COTTONWOOD FALLS, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 10, T19S, R8E, Chase County, Kansas; thence south 2 1/2 miles; thence west 1/2 mile; thence south 2 1/2 miles; thence west 2 1/2 miles; thence north 3 miles; thence east 1/2 mile; thence north 2 miles; thence east 2 1/2 miles to the point of beginning.

COTTONWOOD FALLS, KANSAS Bazaar Isolated Base Rate Area

Beginning at a point 1/4 mile east and 1/4 mile south of the northwest corner of Section 27, T20S, R8E, Chase County, Kansas; thence south 1 3/4 miles; thence west 2 miles; thence north 1 3/4 miles; thence east 2 miles to the point of beginning.

COTTONWOOD FALLS, KANSAS Elmdale Isolated Base Rate Area

Beginning at a point 1/2 mile east and 1/4 mile north of the southwest corner of Section 14, T19S, R7E, Chase County, Kansas; thence south 2 3/4 miles; thence west 2 1/2 miles; thence north 2 1/4 miles; thence east 2 1/2 miles to the point of beginning.

DESOTO, KANSAS

Beginning at a point in the northeast corner of Section 36, T12S, R22E, Johnson County, Kansas; thence south 1/2 mile; thence west 1 mile; thence south 1/2 mile; thence west 1 mile; thence north 1 mile; thence north 1 mile; thence east 1/4 mile; thence north approximately 3 miles to the center of the Kansas River; thence along said river in an easterly direction to a point 1/4 mile west of the southeast corner of Section 24, T12S, R22E; thence south 1/2 mile; thence east 1/8 mile; thence south 1/8 mile; thence east 1/8 mile; thence south 3/8 mile to the point of beginning.

DODGE CITY, KANSAS

Beginning at a point 1/2 mile north of the southeast corner of Section 12, T26S, R24W, Ford County, Kansas; thence south 1/2 mile; thence east 1/2 mile; thence south 2 miles; thence east 2 miles; thence south 1 mile; thence east approximately 1 mile to the center line of County Road; thence in a southwesterly direction along said road 1 mile to a point on the south section line of Section 34, T26S, R24W; thence east approximately 1 mile to a point 1/2 mile east of the southwest corner of Section 35, T26S, R24W; thence south approximately 1 3/4 miles to the Dodge City, Ford and Bucklin Railroad tracks; thence in a northwesterly direction along said tracks approximately 1 3/4 miles to their point of intersection with the north section line of Section 9, T27S, R24W; thence west approximately 4 1/4 miles to a point 1/2 mile west of the northeast corner of Section 11, T27S, R25W; thence south 1/2 mile; thence west 1/2 miles; thence north 1 mile; thence west 1/2 mile; thence east 2 1/2 miles; thence east 2 1/2 miles; thence east 1/2 mile; thence east 3 miles to the point of beginning.

DODGE CITY, KANSAS Wright Isolated Base Rate Area

Beginning at a point 1/4 mile south of the northeast corner of Section 24, T26S, R23W, Ford County, Kansas; thence west 1/2 mile; thence north 1/4 mile; thence west 1/4 mile to the center of U. S. Highway 56; thence along said highway in a northeasterly direction approximately 3/4 mile to its point of intersection with the east section line of Section 13, T26S, R23W; thence south approximately 3/4 mile to the point of beginning.

DOUGLASS, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 9, T29S, R4E, Butler County, Kansas; thence south 2 3/4 miles; thence west 2 1/2 miles; thence north 2 3/4 miles; thence east 2 1/2 miles to the point of beginning.

EL DORADO, KANSAS

Beginning at a point 1/2 mile north and 1/2 mile west of the southeast corner of Section 19, T25S, R6E, Butler County, Kansas; thence south 1 1/4 miles; thence east 1/4 mile; thence south 1 3/4 miles; thence east 1 mile; thence south 1 mile; thence west 2 1/4 miles; thence south 1 mile; thence west 1 1/4 miles; thence south 1 mile; thence west 2 1/2 miles; thence north 2 miles; thence west 1 mile; thence north 1 mile; thence west 1/2 mile; thence north approximately 1/8 mile to the railroad tracks; thence in a northeasterly direction approximately 3/8 mile alongside the railroad tracks to a point 1/8 mile west of the east boundary of Section 6, T26S, R5E; thence north approximately 1/8 mile to the north boundary of Section 6, T26S, R5E; thence east 1/8 mile to the southwest corner of Section 32, T25S, R5E, Butler County, Kansas; thence north 1 mile; thence east 1 1/4 miles; thence north 1/4 mile; thence east 3/4 mile; thence north 1 1/4 miles; thence east 3 1/2 miles to the point of beginning.

ELLSWORTH, KANSAS

Beginning at a point 1/4 mile east and 1/4 mile north of the southwest corner of Section 11, T15S, R8W, Ellsworth County, Kansas; thence south 1 3/4 miles; thence east 3 miles; thence south 3 1/4 miles; thence west approximately 2 3/4 miles to a point 1/4 mile north and 1/4 mile east of the southwest corner of Section 2, T16S, R8W; thence north approximately 1 mile to the center of the Smoky Hill River; thence along said river in a northwesterly direction to the center of Section 34, T15S, R8W; thence north 1/4 mile; thence west 3 3/4 miles; thence north 3 1/2 miles; thence east 4 1/2 miles to the point of beginning.

ELLSWORTH, KANSAS Lorraine Isolated Base Rate Area

Beginning at a point 1/2 mile south of the northeast corner of Section 10, R9W, T17S, Ellsworth County, Kansas; thence south 2 3/4 miles; thence west 2 1/2 miles; thence north 2 3/4 miles; thence east 2 1/2 miles to the point of beginning.

EMPORIA, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 36, T18S, R11E, Lyon County, Kansas; thence south 1 mile; thence east 1/2 mile; thence south 1 mile; thence east 1/2 mile; thence south 1 mile; thence east 1/2 mile; thence south 3/4 mile; thence west 1 mile; thence south 3/4 mile; thence west 4 miles; thence north 1 1/4 miles; thence west 1 1/4 miles; thence north approximately 3/4 mile to the Atchison Topeka and Santa Fe Railroad tracks; thence along said tracks in a northwesterly direction to a point 1/4 mile west of the northeast corner of Section 16, T18S, R10E; thence north 1 1/2 miles; thence east 3 miles; thence north 1/2 mile; thence east approximately 1 1/2 miles to the center of the Kansas Turnpike; thence along said turnpike in a northeasterly direction to a point in the northwest corner of Section 33, T18S, R11E; thence east 3 1/2 miles to the point of beginning.

ERIE, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 21, T28S, R20E, Neosho County, Kansas; thence south 3 1/4 miles; thence west 3 miles; thence north 3 1/4 miles; thence east 3 miles to the point of beginning.

EUDORA, KANSAS

Beginning at the northeast corner of Section 4, T13S, R21E, Douglas County, Kansas, thence south 2 1/2 miles; thence west 1 mile; thence south 3/10 mile; thence west 1 mile; thence north 3/10 mile; thence west 1 mile; thence north 2 1/2 miles; thence east 1 1/2 miles; thence north 1/2 mile; thence east 1 mile; thence south 1/2 mile; thence east 1/2 mile to the point of beginning.

EUREKA, KANSAS

Beginning at a point in the southeast corner of Section 23, T25S, R10E, Greenwood County, Kansas; thence south 1 mile; thence east 1 mile; thence south 1 mile; thence west 1/8 mile; thence south 1 3/4 miles; thence west 3 1/2 miles; thence north 1 3/4 miles; thence east 1/8 mile; thence north 2 miles; thence east 2 1/2 miles to the point of beginning.

FLORENCE, KANSAS

Beginning at a point 3/4 mile south and 1/4 mile west of the northeast corner of Section 32, T20S, R5E, Marion County, Kansas; thence south 2 3/4 miles; thence west 3 miles; thence north 2 3/4 miles; thence east 3 miles to the point of beginning.

FORT SCOTT, KANSAS

Beginning at the center of Section 14, T25S, R24E, thence east 3 1/2 miles; thence south 3/4 mile; thence east 1 1/4 miles; thence south 6 miles; thence west 4 1/4 miles; thence north 2 miles; thence west 1/4 mile; thence north 1 1/4 miles; thence west 1/4 mile; thence north 3 1/2 miles to the point of beginning.

FOWLER, KANSAS

Beginning at a point 3/4 miles south and 1/2 mile west of the northeast corner of Section 28, T30S, R26W, Clark County, Kansas; thence south 1 1/4 miles; thence west 1/4 mile; thence south 1 3/4 miles; thence west 2 3/4 miles, thence north 1 3/4 miles; thence east 1/4 mile; thence north 1 1/4 miles; thence east 2 3/4 miles to the point of beginning.

FRANKFORT, KANSAS

Beginning at the northeast corner of Section 10, T4S, R9E, Marshall County, Kansas; thence south 3 miles; thence west 3 miles; thence east 3 miles to the point of beginning.

GARDEN CITY, KANSAS

Beginning at a point 3/4 mile west and 1/2 mile south of the northeast corner of Section 35, T23S, R32W, Finney County, Kansas; thence south 6 1/2 miles; thence west 3 1/4 miles; thence north 1 1/2 miles; thence west 2 1/2 miles; thence north 1/2 mile; thence west 1 1/2 miles; thence north 1 mile; thence west 4 miles; thence north 3 1/2 miles; thence east 11 1/4 miles to the point of beginning.

GARDEN PLAIN, KANSAS

Beginning at a point 1/4 mile north and 1/4 mile east of the southwest corner of Section 21, T27S, R3W, Sedgwick County, Kansas; thence south 3 miles; thence west 3 miles; thence north 3 miles; thence east 3 miles to the point of beginning.

GOODLAND, KANSAS

Beginning at a point 1/2 mile east and 1/2 mile north of the southwest corner Section 15, T8S, R39W of Sherman County; thence south 3 miles; thence west 1 1/2 miles; thence south 1 mile; thence west 3 1/2 miles; thence north 6 miles; thence east 4 miles; thence south 2 miles; thence east 1 mile to the point of beginning.

GREAT BEND, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 11, T19S, R13W, Barton County, Kansas; thence south 5 1/2 miles; thence west approximately 6 1/2 miles to the center of Highway 54; thence in a southwesterly direction along said highway to a point in the center of Section 10, T20S, R14W; thence north 5 miles; thence east 2 1/2 miles; thence north 1 mile; thence east 5 miles to the point of beginning.

GREENSBURG, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 11, T28S, R18W, Kiowa County, Kansas; thence south 3 1/2 miles; thence west 3 1/2 miles; thence north 3 1/2 miles; thence east 3 1/2 miles to the point of beginning.

GYPSUM, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 26, T15S, R1W, Saline County, Kansas; thence south 2 miles; thence west 1 mile; thence south 3/4 mile; thence west 2 miles; thence north 1 1/4 miles; thence west 1/4 mile; thence north 1 mile; thence east 3/4 mile; thence north 1/2 mile; thence east 2 1/2 miles to the point of beginning.

HALSTEAD, KANSAS

Beginning at the northeast corner of Section 25, T23S, R2W, Harvey County, Kansas; thence south 3 miles; thence west 1/2 mile; thence south 1/2 mile; thence west 1 1/2 miles; thence north 1/2 mile; thence west 1 mile; thence north 3 miles; thence east 3 miles to the point of beginning.

HAMILTON, KANSAS

Beginning at the northeast corner of Section 1, T24S, R11E, Greenwood County, Kansas; thence south 2 1/2 miles; thence west 2 1/2 miles; thence east 2 1/2 miles to the point of beginning.

HAMILTON, KANSAS Virgil Isolated Base Rate Area

Beginning at a point 3/4 mile south and 3/4 mile west of the northeast corner of Section 33, T23S, R13E, Greenwood County, Kansas; thence south 2 3/4 miles; thence west 2 1/2 miles; thence north 2 3/4 miles; thence east 2 1/2 miles to the point of beginning.

HANOVER, KANSAS

Beginning at the northeast corner of Section 3, T1S, R5E, Washington County, Kansas; thence south 3 1/4 miles; thence west 3 1/4 miles; thence east 3 1/4 miles to the point of beginning.

HANOVER, KANSAS Hollenberg Isolated Base Rate Area

Beginning at a point 1/4 mile south of the northeast corner of Section 4, T1S, R4E, Washington County, Kansas; thence south 2 3/4 miles; thence west 2 miles; thence north 2 3/4 miles; thence east 2 miles to the point of beginning.

HARPER, KANSAS

Beginning at a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 35, R7W, T31S, thence east 2 1/2 miles; thence south 3/4 mile; thence east 1/2 mile; thence south 2 1/2 miles; thence west 3 1/4 miles; thence north 1 mile; thence west 3/8 mile; thence north 1 1/2 miles; thence east 5/8 mile; thence north 3/4 mile to the point of beginning.

HARTFORD, KANSAS

Beginning at the center of Section 9, T20S, R13E, Lyon County, Kansas; thence east 2 1/2 miles to a point 1/2 mile north of the southeast corner of Section 11, Coffey County, Kansas; thence south 2 1/2 miles; thence west 2 1/2 miles to a point 1/2 mile west of the southeast corner of Section 21, Lyon County, Kansas; thence north 2 1/2 miles to the point of beginning.

HAYS, KANSAS

Beginning 1/2 mile west of the northeast corner of Section 23, T13S, R18W, Ellis County, Kansas; thence south 1 1/2 miles; thence east 5/8 mile; thence south 3 1/2 miles; thence west 3 3/4 miles; thence north 1/2 mile; thence west 1 3/8 miles; thence north 3 1/4 miles; thence east 1 mile; thence north 1 1/4 miles; thence east 3 1/2 miles to the point of beginning.

HERINGTON, KANSAS

Beginning at a point in the center of Section 31, T16S, R5E, Morris County, Kansas; thence south 1 3/4 miles; thence east 1/4 mile; thence south 1 3/4 miles; thence west 1/2 mile; thence south 1/2 mile; thence west 2 1/2 miles to the west side of Section 23, T16S, R4E, Dickinson County, Kansas; thence north 1/4 mile; thence west 1 mile; thence north 1/2 mile; thence west 1/2 mile; thence north 3/4 mile; thence east 1/4 mile; thence north 1 mile; thence east 1 mile; thence north 1 1/2 miles; thence east 3 miles to the point of beginning.

HERNDON, KANSAS

Beginning in the northeast corner of Section 35, R31W, T1S, Rawlins County, Kansas; thence south 3 miles; thence west 3 miles; thence east 3 miles to the point of beginning.

HOWARD, KANSAS

Beginning at a point in the northeast corner of Section 31, T29S, R11E, Elk County, Kansas; thence south 3 miles; thence west 3 miles; thence east 3 miles to the point of beginning.

HOXIE, KANSAS

Beginning at a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 11, T8S, R28W, Sheridan County, Kansas; thence south 2 1/4 miles; thence west 1/2 mile; thence south 1 mile; thence west 2 miles; thence north 1 mile; thence west 1/2 mile; thence north 2 1/4 miles; thence east 3 miles to the point of beginning.

HUMBOLDT, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 27, T25S, R18E, Allen County, Kansas; thence south 1 mile; thence east 1 mile; thence south 2 3/4 miles; thence west 3/4 mile; thence south 1/2 mile; thence west 2 miles; thence north 1/2 mile; thence west 1 mile; thence north 2 1/4 miles; thence east approximately 1/8 mile; thence north 1/2 mile; thence east 3/4 mile; thence north 1 mile; thence east 2 miles to the point of beginning.

HUTCHINSON, KANSAS

Beginning at the northeast corner of Section 26, T22S, R5W, Reno County, Kansas; thence south approximately 5 miles to the A.T.& S.F.R.R. Tracks; thence in a northwesterly direction along side the railroad tracks to a point 1/4 mile north of the southwest corner of Section 14; thence south 3/4 mile; thence west 1 1/2 miles; thence south 2 1/2 miles; thence west 5 miles; thence north approximately 3 1/2 miles to the Arkansas River; thence in a northwesterly direction along said River to the southwest corner of Section 9; thence north 4 miles; thence east 2 1/2 miles; thence north 1 1/2 miles; thence east 2 miles; thence south 1 1/2 miles; thence east 4 1/2 miles to the point of beginning.

INDEPENDENCE, KANSAS

Beginning at a point in the center of Section 8, T32S, R16E, Montgomery County, Kansas; thence south 2 miles; thence east 1 mile; thence south 4 miles; thence west 1 1/4 miles; thence south 1 1/4 miles; thence west 3 miles; thence north 1 mile; thence west 1/2 mile; thence north 1 1/2 miles; thence west 1 1/4 miles; thence north 2 1/2 miles; thence east 1 1/2 miles; thence north 1 miles; thence east 1/2 miles; thence north 1 mile; thence east 3 miles to the point of beginning.

IOLA, KANSAS

Beginning at a point 1/4 mile south of the northwest corner of Section 18, T24S, R19E, Allen County, Kansas; thence south 1 1/4 miles; thence east 2 1/2 miles; thence south 3 miles; thence west 3 miles; thence south 1 mile; thence west 2 3/4 miles; thence north 5 1/4 miles; thence east 3 1/4 miles to the point of beginning.

JEWELL, KANSAS

Beginning at a point 1/4 mile south and 1/2 mile west of the northeast corner of Section 20, T4S, R7W, Jewell County, Kansas; thence south 3 miles; thence west 2 3/4 miles; thence north 3 miles; thence east 2 3/4 miles to the point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Bethel Zone Page 1 of 2

Beginning at a point 3/8 mile south of the northeast corner of Section 10, T10S, R23E, Wyandotte County, Kansas; thence west 1/4 mile; thence north approximately 1 1/4 miles to the center of the Missouri River; thence in a southeasterly direction along said river to its point of intersection with an extension of 55th Street in Section 14, T10S, R24E; thence south along 55th Street approximately 3/4 mile to its point of intersection with Brenner Drive in Section 23, T10S, R24E; thence in a southwesterly direction along Brenner Drive approximately 3/8 mile to its point of intersection with Honnell Street; thence west along Honnell Street approximately 1/8 mile to its point of intersection with 59th Street in Section 22, T10S, R24E; thence south along 59th Street approximately 4 miles to its point of intersection with Interstate Highway 70; thence west along said Highway approximately 5/8 mile to its point of intersection with 65th Street; thence south approximately 1 mile to its point of intersection with the Union Pacific Railroad tracks thence in a southwesterly direction along said tracks approximately 1/2 mile to a point 2,940 feet west of the east boundary of Section 22, T11S, R24E; thence south approximately 1/2 mile to the center of the Kansas River; thence in a southwesterly direction along said River to a point 1/4 mile east of the west boundary of Section 29, T11S, R24E; thence north approximately 1 5/8 miles to a point 1/4 mile east and 5/8 mile north of the southwest corner

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Bethel Zone Page 2 of 2

of Section 20, T11S, R24E; thence west 1 1/2 miles; thence north approximately 1 1/2 miles to its point of intersection with Interstate Highway 70; thence west along said highway approximately 2 3/4 miles to the west boundary of Section 10, T11S, R23E; thence north approximately 7/8 mile to its point of intersection with State Avenue, thence northeasterly along said avenue approximately 1 1/8 miles to the east boundary of Section 3, T11S, R23E; thence north approximately 3/4 mile to Hutton Road; thence northeasterly along said Road approximately 1 1/4 miles to its connection with 107th Street; thence north along said Street approximately 3 1/4 miles to the point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Bonner Springs Zone Page 1 of 2

Beginning at the northeast corner of Section 15, T10S, R23E, Wyandotte County, Kansas; thence south along Hutton Road to a point where Hutton Road intersects with Parallel Road on the south side of Section 34, T10S, R23E; thence south approximately 1/2 mile to the intersection of State Avenue; thence southwesterly along said avenue approximately 1 1/8 miles to approximately 70' south of the northwest corner of Section 10, T11S, R23E; thence south approximately 3/4 mile to its point of intersection with Interstate Highway 70; thence east along said highway approximately 2 3/4 miles to a point 1/4 mile west of the east boundary of Section 12, T11S, R23E; thence south approximately 1 1/2 miles to a point 1/4 mile west and 3/8 mile south of the NE corner of Section 24, T11S, R23E; thence east 1 1/2 miles; thence south approximately 1 7/8 miles to the center of the Kansas River; thence in a southwesterly direction along said river approximately 1 mile to its point of intersection with I-435 Highway; thence south along said Highway approximately 5/8 mile to a point 1/2 mile south of the north boundary of Section 6, T12S, R24E, Johnson County, Kansas; thence west approximately 3/4 mile to a point 1/4 mile west and 1/2 mile north of the southeast corner of Section 1, T12S, R23E; thence south 1 1/2 miles; thence west 3/4 mile; thence south 1 mile plus 5,130 feet to a point 150 feet north of the southeast corner of Section 23, T12S, R23E; thence west approximately 1/8 mile to the A.T.&S.F. Railroad tracks; thence in a southeasterly direction along said tracks to the south boundary of Section 26, T12S, R23E; thence west approximately 2 1/2 miles to a point 1/2 mile west of the northeast corner of Section 33, T12S, R23E; thence south 1/2 mile; thence west 1 1/2 miles; thence south 1/2 mile; thence west 1/2 mile; thence north 1/2 mile; thence west 1/2 mile; thence north 7/8 mile; thence west 1/8 mile; thence north 1/8 mile; thence west 1/8 mile; thence north approximately 1/2 mile to the center of the Kansas River; thence in a northeasterly direction along said river to a point 1/2 mile north of the south side of Section 5, T12S, R23E, Wyandotte County, Kansas;

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Bonner Springs Zone

Page 2 of 2

thence west approximately 1 3/4 miles to a point 1/2 mile south and 1/2 mile west of the northeast corner of Section 1, T12S, R22E, Leavenworth County, Kansas; thence north 1 mile; thence west 1 1/4 miles; thence north 1 1/4 miles; thence east 1 1/4 miles; thence north 1 1/4 miles; thence east to the A.T.&S.F Railroad tracks; thence in a northwesterly direction along said tracks to their point of intersection with the Kansas Turnpike in Section 13, T11S, R22E; thence west along the Kansas Turnpike approximately 1 1/4 miles to a point 1/2 mile west of the east side of Section 23, T11S, R22E; thence north approximately 3/4 mile to a point 1/2 mile south and 1/2 mile west of the northeast corner of Section 14, T11S, R22E; thence east 1 1/4 miles; thence north 1 3/4 miles; thence east approximately 3/4 mile to Highway 73 in Section 6, T11S, R23E, Wyandotte County, Kansas; thence north 3/4 mile along Highway 73 to its point of intersection with the Leavenworth-Wyandotte County Line at the southwest corner of Section 31, T10S, R23E; thence north along county line 3 miles; thence east 3 miles; thence north 1 mile; thence east 1

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mile to the point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Kansas City, Kansas Zone

Beginning at the southwest corner of Section 23, T10S, R24E, Wyandotte County, Kansas; thence north approximately 1/8 mile to Honnell Lane; thence east approximately 1/8 mile to Brenner Drive; thence northeasterly along said drive approximately 3/8 mile to 55th Street; thence north approximately 3/4 mile to the center of the Missouri River; thence in an easterly direction along said river approximately 6 miles to a point where said river intersects with the Kansas and Missouri State line (approximately 1/4 mile east of the southwest corner of Section 2, T11S, R25E); thence south on State Line Road approximately 8 1/2 miles to 75th Street; thence west on 75th Street to Switzer Road; thence north on Switzer Road to Johnson Drive; thence west on Johnson Drive to Goddard; thence north on Goddard to 55th Street; thence east on 55th Street to Queal Drive; thence northeasterly along said drive to Switzer Road; thence north on Switzer Road to County Line Road; thence west on County Line Road to Quivira Lane; thence northwest on Quivira Lane to Holiday Drive; thence southwest along Holiday Drive to Hillcrest; thence in a northwesterly direction to the center of the Kansas River and approximately 1/4 mile east of the west boundary of Section 32, T11S, R24E; thence in a northeasterly direction along said river to a point 2,340' west of the east boundary of Section 22, T11S, R24E; thence north to a point 150' south of the north boundary of Section 22, T11S, R24E; thence west to the Union Pacific Railroad Tracks; thence in a northeasterly direction along said tracks to 65th Street; thence north on 65th Street to the center of the Kansas Turnpike (Interstate 70 Highway); thence west to 59th Street; thence north on 59th Street to the point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Melrose Zone Page 1 of 2

Beginning at the northeast corner of Section 2, T12S, R24E, Johnson County, Kansas; thence south approximately 7/8 mile to Queal Drive; thence southwesterly to a point approximately 1/4 mile west of the northeast corner of Section 11, T12S, R24E to Goddard; thence south to Johnson Drive; thence east to the east boundary of Section 11, T12S, R24E; thence south 2 miles; thence east approximately 5 1/8 miles to the Kansas/Missouri state line; thence south 7 1/2 miles; thence west approximately 1 1/8 miles to the southwest corner of Section 27, T13S, R25E; thence north 1 mile; thence west approximately 2 1/2 miles to Highway 69 alternate; thence in a northwesterly direction along said highway approximately 1 mile to a point approximately 1/4 mile east of the southwest corner of Section 13, T13S, R24E where Highway 69 alternate meets the southern boundary of said Section 13; thence west approximately 2 1/4 miles to the southwest corner of Section 15, T13S, R24E; thence north 1/4 mile; thence west 1/2 mile; thence north 1/4 mile; thence west 1/4 mile; thence south 1/4 mile; thence west 1 1/4 miles; thence south 1/4 mile; thence west approximately 1 3/4 miles to the A.T.&S.F. tracks; thence northerly along said tracks approximately 5 miles to a point 150 feet west of the southeast corner of Section 23, T12S, R23E; thence in a northeasterly direction to a point approximately 150 feet north of the southeast corner of Section 23, T12S, R23E; thence north to the northwest corner of Section 13, T12S, R23E; thence east 3/4 mile; thence north 1 1/2 miles; thence east approximately 3/4 mile to Interstate Highway 435; thence north along said highway approximately 5/8 mile to Holiday Drive; thence in

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Melrose Zone Page 2 of 2

a northeasterly direction along Holiday Drive approximately 1 mile to County Line Road; thence southeasterly along said road to Wyandotte/Johnson County Line; thence east 3 miles to point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Olathe Zone Page 1 of 2

Beginning at a point 1/2 mile east of the northwest corner of Section 33, T12S, R23E, Johnson County, Kansas; thence east approximately 2 3/8 miles to the A.T.&S.F. Railroad tracks; thence along said tracks in a southerly direction approximately 4 miles to a point where said tracks and the north boundary of Section 24, T13S, R23E intersect; thence east approximately 1 3/4 miles to the southeast corner of Section 18, T13S, R24E; thence north 1/4 mile; thence east 1 1/4 miles; thence north 1/4 mile; thence east 1/4 mile; thence south 1/4 mile; thence east 1/2 mile plus 150 feet; thence south 3/4 mile; thence east 2,490 feet; thence south 1 mile; thence west 2,490 feet; thence south 2 1/2 miles; thence east 2,490 feet; thence south 1 mile; thence west 2,490 feet; thence south 1 3/4 miles; thence west ½ mile into Section 21; thence north 3/8 mile; thence west 1/2 mile to east boundary of Section 20, T14S, R24E; thence north 1/4 mile; thence west 1/8 mile; thence north 1/8 mile to south boundary of Section 17; thence west 1 7/8 mile to north east corner of Section 24, T14S, R23E; thence south 1,130 feet; thence west 1/8 mile; thence south 3,490 feet; thence west 7/8 mile; thence north to a point 150 feet south of the northeast corner of Section 23, T14S, R23E; thence west to a point 150 feet west and 150 feet south of the northeast corner of Section 22, T14S, R23E; thence north 300 feet; thence west 1 mile; thence north to a point 150 feet west of the northeast corner of Section 16, T14S, R23E; thence west to a point 1/2 mile west of the northeast corner of Section 17, T14S, R23E; thence south 1,492 feet; thence east 1,155 feet; thence south 660 feet; thence west 1,155 feet; thence south 3,128 feet; thence west 2,240 feet; thence south approximately 3/4 mile to Lake Shore Road; thence along said road in a southwesterly direction to a point 150 feet west of the center line of Section 19, T14S,

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE
Olathe Zone

Page 2 of 2

R23E; thence north to a point 50 feet south and 150 feet west of the northeast corner of the southwest quarter of Section 19, T14S, R23E; thence west 1,000 feet; thence in a southwesterly direction to a point 1,180 feet north of the southwest corner of Section 19, T14S, R23E; thence north 1,243.60 feet; thence west 1,306.85 feet; thence in a northeasterly direction to a point 1,433.94 feet south of the northwest corner of Section 19, T14S, R23E; thence north 7,373.94 feet; thence east 1/4 mile; thence north 1,320 feet; thence east 1 mile; thence south 1,980 feet; thence east 3,810 feet; thence north to a point 1/4 mile south and 150 feet west of the northeast corner of Section 5, T14S, R23E; thence west 300 feet; thence north 1/4 mile; thence east 300 feet; thence north to a point 300 feet south and 150 feet west of the northeast corner Section 32, T13S, R23E; thence west 2,490 feet; thence north 4,260 feet; thence west 1 1/2 miles; thence north 1/4 mile; thence west 1/4 mile; thence north 3/4 mile; thence west 3/4 mile; thence north 1/4 mile; thence west 1/2 mile; thence north 2 1/4 miles; thence east 1/2 mile; thence north 1/8 mile; thence east 3/4 mile; thence north 1/5 mile; thence west 1/4 mile; thence north 1/5 mile; thence east 3/10 mile; thence south 1/5 mile; thence east 1/5 mile; thence north approximately 1/5 mile to a point K-10 Highway intersects the west boundary of Section 6, T13S, R23E; thence in a southeasterly direction along said highway to a point where said highway intersects the north/south center line of Section 6, T13S, R23E; thence north approximately 1/2 mile to a point 1/2 mile west of the southeast corner of Section 31, T12S, R23E; thence east 1/2 mile; thence north 1/2 mile; thence east 1 1/2 miles; thence north 1/2 miles to point of beginning.

KANSAS CITY, KANSAS METROPOLITAN EXCHANGE Stanley Zone

METES AND BOUNDS DESCRIPTION OF THE BASE RATE AREA BOUNDARY FOR THE STANLEY ZONE OF THE KANSAS CITY METROPOLITAN EXCHANGE, KANSAS

Beginning at the northeast corner of Section 28, T13S, R25E, Johnson County, Kansas; thence south 1 mile; thence east approximately 1 1/4 miles to State Line Road; thence south 10 miles; thence west approximately 1 1/8 miles to a point 1/8 mile east of the southwest corner of Section 15, T15S, R25E; thence south 1/8 mile; thence west 1 3/8 miles; thence north 5/8 mile; thence west 1/2 mile; thence north 3/8 mile; thence west approximately 1/4 mile to the Union Pacific Railroad; thence along said tracks in a southwesterly direction to a point approximately 1/2 mile west and 1/2 mile north of the SE corner of Section 18, T15S, R25E; thence north approximately 1 mile; thence west 2 1/4 miles; thence north 1 mile; thence east 1/4 mile; thence north 1/4 mile; thence east 3/8 mile; thence north 1/4 mile; thence west 1/8 mile; thence north 1 1/8 mile; thence west 7/8 mile; thence north 3/4 mile; thence west 5/8 mile; thence north 1/8 mile; thence west 1170 feet; thence north 2 miles; thence east 2,490 feet; thence north 1 mile; thence west 2,490 feet; thence north 1 mile; thence west 2,490 feet; thence north 1/2 mile; thence east approximately 2 1/2 miles to a point where Alternate 69 Highway intersects the north boundary of Section 24, T13S, R24E; thence in a southeasterly direction along said highway approximately 1 mile to a point where said highway intersects the south boundary of Section 19, T13S, R25E; thence east approximately 2 1/2 miles to the point of beginning.

KINGMAN, KANSAS

Beginning at the northeast corner of Section 28, R7W, T27S; thence south 1 mile; thence east 1/2 mile; thence south 2 miles; thence west 1/2 mile; thence south 1 mile; thence west 3 miles; thence north 1/2 mile; thence west 1 mile; thence 2 1/2 miles; thence east 1/2 mile; thence north 1 1/2 miles; thence east 3 1/2 miles to the point of beginning.

KINGMAN, KANSAS Penalosa Isolated Base Rate Area

Beginning at a point in the northeast corner of Section 4, T27S, R9W, Kingman County, Kansas; thence south 2 1/4 miles; thence west 2 miles; thence north 2 1/4 miles; thence east 2 miles to the point of beginning.

KINGMAN, KANSAS Spivey Isolated Base Rate Area

Beginning at a point 1/2 mile west of the northeast corner of Section 1, T30S, Kingman County, Kansas; thence south 3 1/2 miles; thence west 2 miles; thence north 3 1/2 miles; thence east 2 miles to the point of beginning.

KINSLEY, KANSAS

Beginning at the northwest corner of Section 20, T24S, R19W, Edwards County, Kansas; thence east approximately 3 3/4 miles to a point where the railroad tracks intersect the northern boundary of Section 23, T24S, R19W; thence southwesterly along said tracks approximately 1/4 mile to a point 1/2 mile west of the east boundary line of Section 23, T24S, R19W; thence south approximately 3 3/4 miles to a point 1/2 mile west of the southeast corner of Section 2, T25S, R19W; thence west 3 1/2 miles; thence north 4 miles to the point of beginning.

KINSLEY, KANSAS Offerle Isolated Base Rate Area

Beginning at a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 7, T25S, R20W, Edwards County, Kansas; thence south approximately 5/8 mile to the center of Liebl Avenue bordering Offerle, Kansas on the south; thence west 1/2 mile; thence north approximately 3/8 mile to a point 1/4 mile south and 1/4 mile east of the northwest corner of Section 7, T25S, R20W; thence east 1/2 mile to the point of beginning.

LACROSSE, KANSAS

Beginning at a point 1/4 mile north and 1/2 mile west of the southeast corner of Section 20, T17S, R18W, Rush County, Kansas; thence east 3 miles; thence south 3 1/4 miles; thence west 3 miles; thence north 3 1/4 miles to the point of beginning.

LARNED, KANSAS

Beginning at a point in the northeast corner of Section 22, T21S, R16W, Pawnee County, Kansas; thence south 4 1/2 miles; thence west 5 miles; thence north 1 mile; thence west 1/2 mile; thence north 1 1/2 miles; thence east 1/2 mile; thence north 2 miles; thence east 5 miles to the point of beginning.

LAWRENCE, KANSAS

Beginning at a point 1/4 mile south of the northeast corner of Section 16, T12S, R20E, Douglas County, Kansas; thence south 7 miles; thence west 3 miles; thence south 2 3/4 miles; thence west 1/2 mile; thence south 1 mile; thence west 1 mile; thence north 2 miles; thence west 1 mile; thence north 1 3/4 miles; thence west 1 3/4 miles; thence north 6 miles; thence east 1 mile; thence north 1 mile; thence east 6 1/4 miles to the point of beginning.

LEAVENWORTH-LANSING, KANSAS Page 1 of 2

Beginning at a point on the Kansas-Missouri state line in the northeast corner of Section 18, T9S, R23E, Leavenworth, County, Kansas; thence along said state line in a southeasterly direction to the southeast corner of Section 20, T9S, R23E; thence west 1/2 miles; thence south 1/2 mile; thence south 1 mile; thence west 3 1/2 miles; thence north 2 miles; thence west 1/2 mile; thence north 1/2 mile; thence west 1 mile; thence north 3 1/4 miles to the center of County Road 20 in Section 29, T8S, R22E; thence north along said road approximately 1 mile to its point of intersection with the extension of Metropolitan Avenue; thence north approximately 4 7/8 miles to a point in the northwest corner of Section 33, T7S, R22E; thence east to the center of the Missouri River; thence along said river in a southeasterly direction to its point of intersection with the Kansas-Missouri state line; thence along said state line in a southeasterly direction to a point where Onemile Creek enters the Missouri River in Section 24, T8S, R22E; thence along the south fork of said creek in a westerly direction to the center of Grant Avenue in Section 23, T8S, R22E; thence south approximately 1 mile to a point 750 feet north of Metropolitan Avenue in Section 26, T8S, R22E; thence west approximately 1 3/4 miles to the center of the 15th Street extension; thence south 750 feet to the center of Metropolitan avenue; thence west to a point 1300 feet west of 20th Street on the west boundary of Section 27, T8S, R22E; thence south approximately 2 1/2 miles to the center of Limit Street in the southwest

LEAVENWORTH-LANSING, KANSAS Page 2 of 2

corner of Section 3, T9S, R22E; thence east along Limit Street approximately 1 mile to its point of intersection with 14th Street; thence south on 14th Street 1/4 mile; thence east to DeSoto Road; thence south on DeSoto Road to its intersection with Richardson Road in the Center of Section 14, T9S, R22E; thence east on Richardson Road 1/2 mile to its intersection with Shrine Park Road; thence south on Shrine Park Road 1/2 mile to a point on the south section line of Section 13, T9S, R22E; thence east to a point in the center of State Street extension 1/4 mile west of Highway 73; thence south approximately 1 3/4 miles to a point 2000 feet south of East Mary Street in Section 25, T9S, R22E; thence east 1 mile; thence north approximately 2 1/4 miles to a point in the center of Muncie Road 1/2 mile east of the northwest corner of Section 18, T9S, R22E; thence east approximately 1/2 mile to the point of beginning.

LEON, KANSAS

Beginning at a point 3/4 mile south and 1/2 mile west of the northeast corner of Section 10, T27S, R6E, Butler County, Kansas; thence south 3/4 mile; thence east 1/4 mile; thence south 2 1/2 miles; thence west 3 1/4 miles; thence north 2 1/2 miles; thence east 3/4 mile; thence north 3/4 mile; thence east 2 1/4 miles to the point of beginning.

LIBERAL, KANSAS

Beginning at the northeast corner of Section 21, R33W, T34S; thence south 1 mile; thence east 2 miles; thence south 3 miles; thence west 3/4 mile; thence south 1 mile; thence west 1 1/4 miles; thence south approximately 1 mile to the Kansas-Oklahoma border; thence west along the Kansas-Oklahoma border 3 miles; thence north approximately 1 mile to the northwest corner of Section 18; thence west 1 mile; thence north 4 miles; thence east 1 mile; thence north 1 mile; thence east 3 miles to the point of beginning.

LINCOLN, KANSAS

Beginning at a point 1/4 mile west and 1/2 mile south of the northeast corner of Section 29, T11S, R7W, Lincoln County, Kansas; thence south 3 1/4 miles; thence west 3 1/4 miles; thence north 3 1/4 miles; thence east 3 1/4 miles to the point of beginning.

LINDSBORG, KANSAS

Beginning at a point 1/2 mile north and 1/4 mile east of the southwest corner of Section 3, T17S, R3W, McPherson County, Kansas; thence south 3 miles; thence west 3/4 mile; thence south 1 mile; thence west 2 miles; thence north 1/2 mile; thence west 3/4 mile; thence north 2 1/2 miles; thence east 3/4 mile; thence north 1 mile; thence east 2 3/4 miles to the point of beginning.

LYONS, KANSAS

Beginning at a point 1/2 mile west and 1/2 mile south of the northeast corner of Section 23, T19S, R8W, Rice County, Kansas; thence south 1 mile; thence east 3/4 mile; thence south 3 miles; thence west 3/4 mile; thence south 3/4 mile; thence west 2 3/4 miles; thence north 3/4 mile; thence west 3/4 mile; thence north 2 1/4 miles; thence east 3/4 mile; thence north 1 mile; thence east 2 miles to the point of beginning.

MANHATTAN, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 19, T9S, R8E, Pottawatomie County, Kansas; thence south 1 mile; thence east 1 mile; thence south 3/4 mile; thence east 1 mile; thence south 2 miles; thence east 1 mile; thence south 1 mile; thence west 1 mile to a point 1/2 mile north of the southwest corner of Section 15, T10S, R8E, Riley County, Kansas; thence south 1 mile; thence west 1/2 mile; thence south 1 1/2 miles; thence west 5 1/2 miles; thence north 3/4 mile; thence west 1/2 mile; thence north 3/4 mile; thence west 1/2 mile; thence north 1 1/4 miles; thence west 1/2 mile; thence east approximately 2 1/2 miles to the center of the Old Blue River Channel; thence along said river channel in a northerly direction to a point 1/4 mile north of the south side of Section 19, T9S, R8E, Pottawatomie County, Kansas; thence east approximately 1/2 mile to the point of beginning.

MANKATO, KANSAS

Beginning at a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 11, T3S, R8W, Sewell County, Kansas; thence south 3 1/4 miles; thence west 2 1/4 miles; thence north 1/2 mile; thence west 3/4 mile; thence north 2 3/4 miles; thence east 3 miles to the point of beginning.

MARION, KANSAS

Beginning at a point 1/4 mile south of the northeast corner of Section 28, T19S, R4E, Marion County, Kansas; thence south 2 3/4 miles to a point at the southeast corner of Section 4, T20S, R4E, Chase County, Kansas; thence east 1/2 mile; thence south 1 1/2 miles; thence west 1 1/2 miles; thence north 1 mile; thence west 2 1/2 miles; thence north 3 1/4 miles to a point 1/4 mile south and 1/2 mile west of the northeast corner of Section 25, T19S, R3E, Marion County, Kansas; thence east 3 1/2 miles to the point of beginning.

MARQUETTE, KANSAS

Beginning at a point 3/8 mile south and 5/8 mile west of the northeast corner of Section 18, T17S, R4W, McPherson County, Kansas; thence south 2 7/8 miles; thence west 3 miles; thence north 2 7/8 mile; thence east 3 miles to the point of beginning.

MARYSVILLE, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 23, T2S, R7E, Marshall County, Kansas; thence south 1 3/4 miles; thence east 3/4 mile; thence south 3/4 mile; thence west 3/4 mile; thence south 1 1/4 miles; thence west 3 3/4 miles; thence north 3 3/4 miles; thence east 3 3/4 miles to the point of beginning.

MCDONALD, KANSAS

Beginning at a point 1/4 mile north and 1/4 mile west of the southeast corner of Section 7, T3S, R36W, Rawlins County, Kansas; thence east 2 3/4 miles; thence south 2 3/4 miles; thence west 2 3/4 miles; thence north 2 3/4 miles to the point of beginning.

MCPHERSON, KANSAS

Beginning at the center of Section 13, T19S, R3W, McPherson County, Kansas, thence south 3 miles; thence west 1 mile; thence south 1/2 mile; thence west 1 1/2 miles; thence south approximately 1/2 mile to the center of U.S. Highway 81; thence along said highway in a southwesterly direction approximately 1 mile to a point 1/4 mile north of the southeast corner of Section 5, T20S, R3W; thence west 2 1/4 miles; thence north 3 3/4 miles; thence east 1 mile; thence north 1 mile; thence east 2 3/4 miles; thence south 1/2 mile; thence east 2 miles to the point of beginning.

MEADE, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 36, T31S, R28W, Meade County, Kansas; thence south 3 1/4 miles; thence west 3 1/4 miles; thence north 3 1/4 miles; thence east 3 1/4 miles to the point of beginning.

MEDICINE LODGE, KANSAS

Beginning at a point 1/2 mile west and 1/4 mile south of the northeast corner of Section 31, T31S, R11W, Barber County, Kansas; thence south 3/4 mile; thence east 1/2 mile; thence south 2 miles; thence west 1/2 mile; thence south 1/2 mile; thence west 2 1/2 miles; thence north 1/2 mile; thence west 1/2 mile; thence north 2 miles; thence east 1/2 mile; thence north 3/4 mile; thence east 2 1/2 miles to the point of beginning.

MINNEAPOLIS, KANSAS

Beginning at a point 1/4 mile north and 1/4 mile east of the southwest corner of Section 29, T10S, R3W, Ottawa County, Kansas; thence south 1/2 mile; thence east 1/2 mile; thence south 3 miles; thence west 2 3/4 miles; thence north approximately 1 1/4 mile to the northwest corner of Section 12, T11S, R4W; thence west 1/2 mile; thence north 1 3/4 miles; thence east 3/4 mile; thence north 1/2 mile; thence east 2 miles to the point of beginning.

MINNEOLA, KANSAS

Beginning at a point 3/4 miles south and 1/2 mile west of the northeast corner of Section 6, T30S, R24W, Clark County, Kansas; thence south 2 3/4 miles; thence west 2 3/4 miles; thence north 2 3/4 miles; thence east 2 3/4 miles to the point of beginning.

MOLINE, KANSAS

Beginning at a point 3/4 miles south and 1/4 mile west of the northeast corner of Section 35, T30S, R10E, Elk County, Kansas; thence south 1/2 mile; thence east 1/4 mile; thence south 3 miles; thence west 3 1/4 miles; thence north 2 3/4 miles; thence east 1/2 mile; thence north 3/4 mile; thence east 2 1/2 miles to the point of beginning.

MT. HOPE, KANSAS

Beginning at a point in the center of the Arkansas River 1/2 mile west of the east side of Section 15, T25S, R3W; thence south approximately 2 3/8 miles to the center of Section 27, T25S, R3W; thence west 3 miles; thence north 3 miles; thence east approximately 2 miles to the center of the Arkansas River; thence along said river in a southeasterly direction to the point of beginning.

NEODESHA, KANSAS

Beginning at a point 1/2 mile south and 1/4 mile east of the northwest corner of Section 10, T30S, R16E, Wilson County, Kansas; thence south 3 1/4 miles; thence west 3/4 mile; thence south 1/2 mile; thence west 2 miles; thence north 3/4 mile; thence west 1 mile; thence north 2 1/2 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 3 1/4 miles to the point of beginning.

NEWTON, KANSAS

Beginning at the northeast corner of Section 34, T22S, R1E, Harvey County, Kansas; thence south 4 miles; thence east 1/4 mile; thence south 3 miles; thence west 5 1/4 miles; thence north 6 1/4 miles; thence east 1 1/2 miles; thence north 3/4 mile; thence east 3 1/2 miles to the point of beginning.

NICKERSON, KANSAS

Beginning at a point 1/4 mile south and 1/4 mile east of the northwest corner of Section 1, T22S, R7W, Reno County, Kansas; thence south 2 1/2 miles; thence west 1 1/4 miles; thence south 3/4 mile; thence west 2 miles; thence north 3/4 mile; thence west 1/2 mile; thence north 2 1/2 miles; thence east 3 3/4 miles to the point of beginning.

NORCATUR, KANSAS

Beginning at a point 3/4 mile west of the northeast corner of Section 29, T2S, R25W, Norton County, Kansas; thence south 3 miles; thence west approximately 3/4 mile to the southwest corner of Section 6, T3S, R25W, Norton County; thence west 2 miles; thence north 3 miles; thence east 2 miles to the southeast corner of Section 24, T2S, R26W, Decatur County; thence east approximately 3/4 mile to the point of beginning.

NORTON, KANSAS

Beginning at a point 1/4 mile east and 1/2 mile south of the northwest corner of Section 30, T2S, R22W, Norton County, Kansas; thence south 2 1/2 miles; thence west 1 1/4 miles; thence south 1/2 mile; thence west 2 3/4 miles; thence north 3 3/4 miles; thence east 3 1/4 miles; thence south 3/4 mile; thence east 3/4 mile to the point of beginning.

OAKLEY, KANSAS

Beginning at a point 1/4 mile west and 1/4 mile north of the southeast corner of Section 28, T10S, R32W, Thomas County, Kansas; thence east approximately 3 1/4 miles to Highway I-70; thence in a southeasterly direction along Highway I-70 approximately 2 miles to a point 1/4 mile east of the west line of Section 6, T11S, R31W, Gove County, Kansas; thence south approximately 1 1/4 miles to a point 1/4 mile south and 1/4 mile east of the northwest corner of Section 18, T11S, R31W; thence west 4 1/2 miles; thence north 2 1/4 miles to a point 1/4 mile west of the northeast corner of Section 5, T11S, R32W, Logan County, Kansas; thence west approximately 1/4 mile to a point 1/4 mile west of the southeast corner of Section 33, T10S, R32W, Thomas County, Kansas; thence north 1 1/4 miles to the point of beginning.

OBERLIN, KANSAS

Beginning at a point 1/4 mile north and 1/4 mile east of the southwest corner of Section 29, T2S, R28W, Decatur County, Kansas; thence south 3 1/4 miles; thence west 3 3/4 miles; thence north 3 1/4 miles; thence east 3 3/4 miles to the point of beginning.

OBERLIN, KANSAS Dresden Isolated Base Rate Area

Beginning at a point 1/2 mile east of the northwest corner of Section 7, T5S, R27W, Decatur County, Kansas; thence south 2 1/2 miles; thence west 2 1/2 miles; thence north 2 1/2 miles; thence east 2 1/2 miles to the point of beginning.

OTTAWA, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 18, T16S, R20E, Franklin County, Kansas; thence south 5 1/4 miles; thence west 1/2 mile; thence south 1/2 mile; thence west 1/2 mile; thence south 1/2 mile; thence west 2 1/2 miles; thence north 1 mile; thence west 1/2 mile; thence north 2 miles; thence east 1/2 mile; thence north 2 miles; thence east 1/2 mile; thence north 1 1/4 miles; thence east 3 miles to the point of beginning.

PAOLA, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 2, T17S, R23E, Miami County, Kansas; thence south 4 miles; thence west 1 1/2 miles; thence south 1/2 mile; thence west 1 mile; thence south 1/2 mile; thence west approximately 1 1/4 miles to the Missouri, Kansas and Texas Railroad; thence in a northeasterly direction along said railroad to a point 1/2 mile north of the south section line of Section 30, T17S, R23E; thence west approximately 3/8 mile to a point in the center of Section 30, T17S, R23E; thence north 4 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 3 1/2 miles to the point of beginning.

PARSONS, KANSAS

Beginning at a point in the center of Section 4, T31S, R20E, Labette County, Kansas; thence south 1 mile; thence east 3/4 mile; thence south 1 3/4 miles; thence west 1/4 mile; thence south 1 3/4 miles; thence west 1 3/4 miles; thence west 2 3/4 miles; thence north 1 mile; thence west 1 mile; thence north 1 mile; thence west 1 3/4 miles; thence east 1 3/4 miles; thence east 1 3/4 miles; thence north 1 mile; thence east 5 miles to the point of beginning.

PAWNEE ROCK, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 27, T20S, R15W, Barton County, Kansas; thence south 2 1/2 miles to a point 1/2 mile west of the southeast corner of Section 5, T21S, R15W, Stafford County, Kansas; thence west 3 miles; thence north 2 1/2 miles; thence east 3 miles to the point of beginning.

PEABODY, KANSAS

Beginning at a point 1/4 mile north of the southeast corner of Section 27, T21S, R3E, Marion County, Kansas; thence south 3 1/2 miles; thence west 3 1/4 miles; thence north 3 1/2 miles; thence east 3 1/4 miles to the point of beginning.

PHILLIPSBURG, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 1, T4S, R18W, Phillips County, Kansas; thence west 3 miles; thence north 3 1/2 miles; thence east approximately 2 3/4 miles to the center of the County Road where it intersects the north section line of Section 24, T4S, R18W; thence along said County Road in a southeasterly direction approximately 1/2 mile to a point where the County Road joins the east section line of Section 24, T4S, R18W; thence south approximately 3 miles to the point of beginning.

PITTSBURG, KANSAS

Beginning at a point 1/4 mile east of the northwest corner of Section 34, T29S, R25E, Crawford County, Kansas; thence south 2 miles; thence east 3/4 mile; thence south 1 mile; thence east 1/2 mile; thence south 1 3/4 miles; thence west 2 1/4 miles; thence south 1 3/4 miles; thence west 2 1/4 miles; thence north 2 1/4 miles; thence west 1/2 mile; thence north 1 3/4 miles; thence west 3 1/4 miles; thence north 2 1/4 miles; thence west 1/2 mile; thence north 1 3/4 miles; thence west 1/8 mile; thence north 1/8 mile; thence east 1/4 mile; thence north 1/8 mile; thence east 3/8 mile; thence in a northeasterly direction to a point 1/4 mile south and 1/4 mile east of the northwest corner of Section 14, T30S, R24E; thence north 1 1/2 miles; thence east 1/2 mile; thence north 1 1/4 miles; thence east approximately 1 5/8 miles; to the center of Middle Cow Creek; thence in a northerly direction along said creek to the north side of Section 31, T29S, R25E; thence east approximately 3 miles to the point of beginning.

PITTSBURG, KANSAS Opolis Isolated Base Rate Area

Beginning at a point 3/16 mile east and 1/2 mile south of the northwest corner of Section 13, T31S, R25E, Crawford County, Kansas; thence east approximately 9/16 mile to the Kansas - Missouri State Line; thence south along said State Line 1/2 mile; thence west approximately 9/16 mile to a point 3/16 mile east of the southwest corner of Section 13, T31S, R25E; thence north 1/2 mile to the point of beginning.

PLAINS, KANSAS

Beginning at a point 1/8 mile east of the northwest corner of Section 11,T32S, R30W, Meade County, Kansas; thence south 3 1/8 miles; thence west 3 1/8 miles; thence north 3 1/8 miles; thence east 3 1/8 miles to the point of beginning.

PLAINVILLE, KANSAS

Beginning at a point 3/4 mile west and 1/2 mile south of the northeast corner of Section 19, T9S, R18W, Rooks County; thence south 3 1/2 miles; thence west 3 1/2 miles; thence north 3 1/2 miles; thence east 3 1/2 miles to the point of beginning.

PRATT, KANSAS

Beginning at a point 1/4 mile west and 1/4 mile north of the southeast corner of Section 20, R13W, T27S, Pratt County, Kansas; thence east 3 3/4 miles; thence south 4 1/2 miles; thence west 4 miles; thence north 1 1/4 miles; thence east 1/2 mile; thence north 1 1/4 miles; thence east 3/4 mile; thence north 3/4 mile to the point of beginning.

PROTECTION, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 33, R20W, T32S, Comanche County, Kansas; thence east 2 1/2 miles; thence south 2 1/2 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 2 miles; thence north 3/4 mile; thence west 3/4 mile; thence north 2 miles; thence east 3/4 mile; thence north 1/2 mile to the point of beginning.

READING, KANSAS

Beginning at the northeast corner of Section 35, R13E, T17S, Osage County, Kansas, thence south 2 1/2 miles; thence west 3 miles; thence north 2 1/2 miles; thence east 3 miles to the point of beginning.

SABETHA, KANSAS

Beginning at a point 1/2 mile south of the northeast corner of Section 31, T1S, R15E, Brown County, Kansas; thence south 2 1/2 miles; thence west 1/2 mile; thence south 3/4 mile; thence west 2 miles to a point 1/2 mile west and 1/4 mile north of the southeast corner of Section 14, T2S, R14E, Nemaha County, Kansas; thence north 3/4 mile; thence west 3/4 mile; thence north 2 1/2 miles; thence east 3/4 mile; thence north 1/4 mile; thence east 2 miles to a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 31, T1S, R15E, Brown County, Kansas; thence south 1/4 mile; thence east 1/2 mile to the point of beginning.

SALINA, KANSAS

Beginning at a point 1/2 mile north of the southeast corner of Section 30, T13S, R2W, Saline County, Kansas; thence south 1 1/2 miles; thence east 1 mile; thence south 1 mile; thence east 1 1/4 miles; thence south 3 miles; thence west 1 1/4 miles; thence south 2 miles; thence east 1/2 mile; thence south 1 1/2 miles; thence west 6 miles; thence north 1/2 mile; thence west 1/2 mile; thence north 6 miles; thence east 1 mile; thence north 3 miles; thence east 3 miles; thence south 1/2 mile; thence east 1 mile to the point of beginning.

SCANDIA, KANSAS

Beginning at a point 1/2 mile north and 1/4 mile east of the southwest corner of Section 3, T3S, R4W, Republic County, Kansas; thence south 3 1/4 miles; thence west 2 3/4 miles; thence north 3 1/4 miles; thence east 2 3/4 miles to the point of beginning.

SCOTT CITY, KANSAS

Beginning at a point 1/2 mile east and 1/4 mile north of the southwest corner of Section 5, T18S, R32W, Scott County, Kansas; thence south 3/4 mile; thence east 3/4 mile; thence south 3 miles; thence west 3/4 mile; thence south 3/4 mile; thence west 3/4 mile; thence west 3/4 mile; thence east 3/4 mile; thence east 3/4 mile; thence east 3/4 mile; thence east 3 miles to the point of beginning.

SEDAN, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 36, R11E, T33S, Chautauqua County, Kansas; thence south approximately 2 1/4 miles to the railroad tracks; thence in a northwesterly direction along said railroad tracks to a point 1/4 mile west of the northeast corner of Section 11, R11E, T34S; thence south 1 1/4 miles; thence west 1 mile; thence north 3/4 mile; thence west 1 3/4 miles; thence north 2 1/2 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 2 1/2 miles; thence south 1/2 mile; thence east 1/2 mile to the point of beginning.

SEDAN, KANSAS Peru Isolated Base Rate Area

Beginning at a point 3/4 mile west and 1/2 mile south of the northeast corner of Section 14, R12E, T34S, Chautauqua County, Kansas; thence south 1 3/4 miles; thence west 2 3/4 miles; thence north 2 1/4 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 1 3/4 miles; thence south 1 mile; thence east 1/2 mile to the point of beginning.

SENECA, KANSAS

Beginning at a point 1/4 mile east of the northwest corner of Section 25, T2S, R12E, Nemaha County, Kansas; thence south 2 1/2 miles; thence west 3/4 mile; thence south 3/4 mile; thence west 2 miles; thence north 1/4 mile; thence west 3/4 mile; thence north 3 miles; thence east 1/4 mile; thence north 1/2 mile; thence east 2 1/2 miles; thence south 1/2 mile; thence east 3/4 mile to the point of beginning.

SENECA, KANSAS Baileyville Isolated Base Rate Area

Beginning at a point 1/4 mile north of the southeast corner of Section 22, T2S, R11E, Nemaha County, Kansas; thence south 2 1/4 miles; thence west 2 1/4 miles; thence north 2 1/4 miles; thence east 2 1/4 miles to the point of beginning.

SENECA, KANSAS Bern Isolated Base Rate Area

Beginning at a point 1/4 mile west and 1/2 mile south of the northeast corner of Section 10, T1S, R13E, Nemaha County, Kansas; thence south 2 1/4 miles; thence west 3 miles; thence north 2 1/4 miles; thence east 3 miles to the point of beginning.

SENECA, KANSAS Oneida Isolated Base Rate Area

Beginning at a point in the northeast corner of Section 14, T2S, R13E, Nemaha County, Kansas; thence south 2 ½ miles; thnce west 2 miles; thence north 2 ½ miles; thence east 2 miles to the point of beginning.

SEVERY, KANSAS

Beginning at a point 1/4 mile north and 1/4 mile west of the southeast corner of Section 4, T28S, R11E, Greenwood County, Kansas; thence south 2 miles; thence west 1/2 mile; thence south 1/2 mile into Elk County, Kansas; thence west 2 miles; thence north 1/2 mile into Greenwood County, Kansas; thence west 1/2 mile; thence north 2 miles; thence east 1/2 mile; thence north 1/4 mile; thence east 2 miles; thence south 1/4 mile; thence east 1/2 mile to the point of beginning.

SMITH CENTER, KANSAS

Beginning at a point ½ mile east of the northwest corner of Section 14, T3S, R13W, Smith County, Kansas; thence south 2 ¾ miles; thence west ½ mile; thence south ¾ mile; thence west 2 miles; thence north ¾ mile; thence west ½ mile; thence north 2 ¾ miles; thence east 3 miles to the point of the beginning.

SOLOMON, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 8, T13S, R1E, Dickinson County, Kansas; thence south 3 miles; thence west 2 1/2 miles to the southwest corner of Section 24, T13S, R1W, Saline County, Kansas; thence north 1/2 mile; thence west 1/2 mile; thence north 1 1/2 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 2 miles to the point of beginning.

ST. FRANCIS, KANSAS

Beginning at a point 1/2 mile west of the northeast corner of Section 14, T3S, R40W, Cheyenne County, Kansas; thence south 3 1/4 miles; thence west 3 miles; thence north 2 1/4 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 1 mile; thence north 1/2 mile; thence east 1 1/2 miles to the point of beginning.

ST. PAUL, KANSAS

Beginning at a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 7, T29S, R21E, Neosho County, Kansas; thence south 2 1/2 miles; thence west 2 3/4 miles; thence north 2 1/2 miles; thence east 2 3/4 miles to the point of beginning.

STAFFORD, KANSAS

Beginning at a point 3/4 mile south and 1/2 mile west of the northeast corner of Section 6, T24S, R11W, Stafford County, Kansas; thence south 3 1/2 miles; thence west 3 miles; thence north 3 1/2 miles; thence east 3 miles to the point of beginning.

STOCKTON, KANSAS

Beginning at a point 1/4 mile north and 1/2 mile west of the southeast corner of Section 2, T7S, R18W, Rooks County, Kansas; thence east 2 1/2 miles; thence south 3/4 mile; thence east 1/2 mile; thence south 3 1/2 miles; thence west 4 1/4 miles; thence north 3 1/2 miles; thence east 1 1/4 miles; thence north 3/4 mile to the point of beginning.

SUBLETTE, KANSAS

Beginning at a point 1/2 mile east and 1/4 mile north of the southwest corner of Section 21, T29S, R32W, Haskell County, Kansas; thence south 3/4 mile; thence east 3/4 mile; thence south 2 3/4 miles; thence west 4 1/2 miles, thence north 2 1/2 miles; thence east 2 miles; thence north 1 mile; thence east 1 3/4 miles to the point of beginning.

TONGANOXIE, KANSAS

Beginning at a point 1/4 mile north and 1/2 mile east of the northwest corner of Section 2, T11S, R21E, Leavenworth County, Kansas; thence south 3 1/2 miles; thence west 4 miles; thence north 3 1/2 miles to a point 1/4 mile north and 1/2 mile west of the northeast corner of Section 6, T11S, R21E; thence east 4 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE
Greenfield Zone

Beginning at a point 1/2 mile east of the southwest corner of Section 8, T12S, R15E, Shawnee County, Kansas; thence south 1 1/4 miles; thence east 1 mile; thence south 1 mile; thence west 1 mile; thence south 1 3/4 miles; thence west 1/2 mile; thence south 5/8 mile; thence west 3/8 mile; thence south 1/4 mile; thence west 5/8 mile; thence north 1/4 mile; thence west 1 1/2 miles; thence north 5 1/8 miles; thence west 1 mile; thence north 1 1/2 miles; thence west 1/2 mile; thence north approximately 1 3/4 miles to the center of the Kansas River; thence in an easterly direction along said river to a point 1/2 mile west of the east boundary line of Section 30, T11S, R15E; thence south approximately 3 1/4 miles to a point 1/2 mile west and 1/4 mile north of the southeast corner of Section 7, T12S, R15E; thence east 1/2 mile; thence south 1/4 mile; thence east 1/2 mile to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE Lecompton Zone

Beginning at a point 1/2 mile south of the northeast corner of Section 12, T12S, R18E, Douglas County, Kansas; thence west 1 mile; thence south 1/2 mile; thence west 2 miles; thence north 1/2 mile; thence west 1 mile; thence north approximately 3 miles to the center of the Kansas River; thence in a southeasterly direction along said river to the east boundary of Section 1, T12S, R18E; thence south approximately 1 mile to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE North Topeka Zone

Beginning at a point 1/2 mile west of the northeast corner of Section 16, T10S, R16E, Shawnee County, Kansas; thence south 1 1/4 miles; thence east 1 mile; thence south 1 1/4 miles; thence east 1/2 mile; thence south 1 3/8 miles; thence east 1 1/2 miles; thence south 1 1/8 miles; thence east 1/2 mile; thence south 1 mile; thence east 2 miles; thence south 2 1/4 miles to the Kansas River; following the Kansas River thence west about 2 1/2 miles and north 2 miles to the NW corner of Section 24; proceeding north 5/8 mile; thence west 2 1/2 miles; thence north 3/8 mile; thence west 1/2 mile; thence south 3/4 mile to Soldier Creek; proceeding west northwest along Soldier Creek 6 1/2 miles to the center of Section 8, R15E, T11S; proceeding north 1 1/2 miles; thence east 1 3/4 miles to the SW corner of Section 34; thence north 4 miles; thence east 5 1/2 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE Pauline Zone

Beginning in the northeast corner of Section 26, T12S, R16E, Shawnee County, Kansas; thence south 1/2 mile; thence west 1 mile; thence south 1 1/2 miles; thence east 1/4 mile; thence south 1 mile; thence west 3 1/2 miles; thence south 1 mile; thence west 1 mile; thence north 1 mile; thence west 2 miles; thence north 1 mile; thence west 2 1/2 miles; thence north 1 mile; thence east 1/2 miles; thence north 1 3/4 mile; thence east 1 mile; thence north 1/4 mile; thence east 8 1/2 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE South Topeka Zone Carbondale Isolated Base Rate Area

Beginning at a point 1/4 mile east of the northwest corner of Section 17,T14S, R16E, Osage County, Kansas; thence south 3 miles; thence west 1 1/4miles; thence south 7/8 mile; thence west 7/8 mile; thence north 3/8 mile; thence west 3/8 mile; thence north 3/4 mile; thence west 1/2 mile; thence north 5/8 mile; thence west 1/4 mile; thence north 2 1/8 miles; thence east 3 1/4 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE South Topeka Zone Richland Isolated Base Rate Area

Beginning at a point 3/4 mile south of the northeast corner of Section 21, T13S, R17E, Shawnee County, Kansas; thence south 2 1/4 miles; thence west 2 1/4 miles; thence north 2 miles; thence east 3/4 mile; thence north 1/4 mile; thence east 1 1/2 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE South Topeka Zone Wakarusa Isolated Base Rate Area

Beginning at a point 1/2 mile south of the northeast corner of Section 19,T13S, R16E, Shawnee County, Kansas; thence south 2 1/2 miles; thence west 1 mile; thence south 1/2 mile to a point 1/2 mile south of the northeast corner of Section 1, T14S, R15E, Osage County, Kansas; thence west 1/2 mile; thence north 1/2 mile; thence west 1 1/2 miles; thence north 2 1/2 miles to a point 1/2 mile south of the northwest corner of Section 23, T13S, R15E, Shawnee County, Kansas; thence east 3 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE Tecumseh Zone

Beginning in the southwest corner of Section 25, T12S, R16E, Shawnee County, Kansas; thence north

approximately 6 3/8 miles to the Kansas River; thence in an easterly direction along said river to the east

boundary of Section 29, T11S, R17E; thence south approximately 7 1/4 miles to a point 1/2 mile south of

the northeast corner of Section 32, T12S, R17E; thence west 2 miles; thence north 1/2 mile; thence west

1 mile to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE Topeka Zone

Beginning at the northwest corner of Section 16, T11S, R16E, Shawnee County, Kansas; thence east 1/2 mile; thence south 3/8 mile; thence east 2 1/2 miles; thence south approximately 1 1/8 miles to a point where the Kansas River intersects the east boundary of Section 23, T11S, R16E; thence in a southerly direction along said river approximately 1 mile to a point where the Kansas River intersects the east boundary of Section 26, T11S, R16E; thence south approximately 5 1/2 miles to the southeast corner of Section 23, T12S, R16E; thence west 8 1/2 miles; thence north 3/4 mile; thence west 1 mile; thence north 1 1/4 miles; thence west 1/2 mile; thence north approximately 3 1/4 miles to the Kansas River; thence in a southwesterly direction along said river approximately 1 mile to a point 1/2 mile east of the west boundary of Section 25, T11S, R14E; thence north approximately 1/2 mile to a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 25, T11S, R14E; thence west 2,140 feet; thence north 1/2 mile; thence east 6,100 feet; thence north 1 mile; thence east 1 mile; thence north 1 mile; thence east 1 mile; thence north 1 mile; thence east 1 mile; thence north 1 mile; thence east 1/4 mile; thence north approximately 1/4 mile to Soldier Creek; thence in an easterly direction along said creek approximately 6 1/2 miles to a point where said creek intersects the eastern boundary of Section 17, T11S, R16E; thence north approximately 5/8 mile to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE West Topeka Zone Auburn Isolated Base Rate Area

Beginning at a point 1/4 mile north and 1/4 mile east of the southwest corner of Section 7, T13S, R15E, Shawnee County, Kansas; thence south 3 1/2 miles; thence west 1 3/4 miles; thence north 1/4 mile; thence west 3/4 mile; thence north 3 miles; thence east 3/4 mile; thence north 1/4 mile; thence east 1 3/4 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE West Topeka Zone Dover Isolated Base Rate Area

Beginning at a point 1/4 mile west and 1/4 mile south of the northeast corner of Section 25, T12S, R13E, Shawnee County, Kansas; thence south 2 1/2 miles; thence west 2 1/4 miles to a point 1/2 mile west and 1/4 mile north of the southeast corner of Section 3, T13S, R13E, Wabaunsee County, Kansas; thence north 2 1/2 miles; thence east 2 1/4 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE West Topeka Zone Maple Hill Isolated Base Rate Area

Beginning at a point 1/2 mile north of the southeast corner of Section 7, T11S, R13E, Wabaunsee County, Kansas; thence south 3 miles; thence west 2 1/2 miles; thence north 3 miles; thence east 2 1/2 miles to the point of beginning.

TOPEKA, KANSAS METROPOLITAN EXCHANGE West Topeka Zone Willard Isolated Base Rate Area

Beginning at a point on the Kansas River 1/2 mile east of the west side of Section 14, T11S, R13E, Shawnee County, Kansas; thence south approximately 1/2 mile to a point 1/4 mile north and 1/2 mile east of the southwest corner of Section 14, T11S, R13E; thence west 6/10 mile to a point 1/10 mile west and 1/4 mile north of the southeast corner of Section 15, T11S, R13E, Wabaunsee County, Kansas; thence north approximately 1/2 mile to the Kansas River; thence east along said river 1/10 mile to the Wabaunsee-Shawnee County line; thence in a northeasterly direction along the Kansas River 1/2 mile to the point of beginning.

TOWANDA, KANSAS

Beginning at a point in the center of Section 3, T26S, R4E, Butler County, Kansas; thence south 2 3/4 miles; thence west 2 1/2 miles; thence north 2 3/4 miles; thence east 2 1/2 miles to the point of beginning.

TREECE, KANSAS

Beginning at a point 1/2 mile north of the southeast corner of Section 6,T35S, R24E, Cherokee County, Kansas; thence south 1/2 mile; thence east 1/4 mile; thence south approximately 1 1/4 miles to the Kansas-Oklahoma State Line; thence east 3/4 mile; thence north 1/8 mile; thence east approximately 3/4 mile; thence in a southeasterly direction to a point on the Kansas-Oklahoma State Line in the southeast corner of Section 16, T35S, R24E; thence west 6 1/2 miles along the Kansas-Oklahoma State Line to a point 1/2 mile east of the southwest corner of Section 16, T35S, R23E; thence north approximately 1 3/4 miles; thence east 1/2 mile; thence north 1/2 mile; thence east 1 1/2 miles; thence south 1/4 mile; thence east 1 mile; thence south 1/2 mile; thence east 1 mile to the point of beginning.

WASHINGTON, KANSAS

Beginning at a point 1/2 mile east of the northwest corner of Section 31, T2S, R1E, Washington County, Kansas; thence south 3 1/2 miles; thence west 3 miles; thence north 3 1/2 miles; thence east 3 miles to the point of beginning.

WELLINGTON, KANSAS

Beginning at a point in the center of Section 36, T31S, R1W, Sumner County, Kansas; thence south 1 1/4 miles; thence east 2 miles; thence south 3 1/4 miles; thence west 1 1/2 miles, thence south 3/4 mile; thence west 3 1/2 miles; thence north 1 1/4 miles; thence west 3/4 mile; thence north 2 3/4 miles; thence east 1 3/4 miles; thence north 1 1/4 miles; thence east 2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHAGE Andover Zone Base Rate Area

Beginning at a point 1/4 mile east of the northwest corner of Section 4, T27S, R3E, Butler County, Kansas; thence south 6 1/4 miles; thence west 1/4 mile; thence south 3/4 mile; thence west 1 mile; thence north 3/4 mile; thence west 1 1/4 miles to a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 1, T28S, R2E, Sedgwick County, Kansas; thence north 3/4 mile; thence west 1/4 mile; thence north 1/2 mile; thence west 1 1/2 miles; thence north 1/2 mile; thence east 1/2 mile; thence north 1/2 mile; thence west approximately 1/4 mile to the K-96 Bypass; thence north along said Bypass approximately 1 mile to the northwest corner of Section 23, T27S, R2E; thence north 1 1/2 miles; thence east 1 1/2 miles; thence north 3/4 mile; thence east 2 1/4 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Augusta Zone

Beginning at a point 1/2 mile south of the northeast corner of Section 2, T27S, R4E, Butler County, Kansas; thence south 1 mile; thence east 1/2 mile; thence south 1 3/4 miles; thence east 3 1/2 miles; thence south 1 mile; thence west 3 1/2 miles; thence south 3/4 mile; thence west 1/2 mile; thence south 1/2 mile; thence west 3 1/2 miles; thence north 4 miles; thence east 1 1/2 miles; thence north 1 mile; thence east 2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Augusta Zone Augusta Isolated Base Rate Area

Beginning at a point 1/2 mile south of the northeast corner of Section 24, T27S, R3E, Butler County, Kansas; thence south 1/2 mile; thence west 1 mile; thence north 1/2 mile; thence east 1 mile to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Benton Zone

Beginning in the northeast corner of Section 10, T26S, R3E, Butler County, Kansas; thence south 3 miles; thence west 3 miles; thence east 3 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Colwich-Bentley Zone

COLWICH

Beginning at a point 1/8 mile west and 1/2 mile north of the southeast corner of Section 11, T26S, R2W, Sedgwick County, Kansas; thence south 1 1/2 miles; thence west 1/8 mile; thence south 1 1/2 miles; thence west 3 1/4 miles; thence north 3 miles; thence east 3 3/8 miles to the point of beginning.

BENTLEY

Beginning at a point in the center of Section 1, T25S, R2W, Sedgwick County, Kansas; thence south 2 1/2 miles; thence west 2 1/2 miles; thence east 2 1/2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Derby Zone

Beginning at a point 1/2 mile west of the southeast corner, Section 17, T28S, R2E of Sedgwick County; thence south 6 miles; thence west 1/2 mile; thence north 1/4 mile; thence west 3/4 mile; thence south 1/8 mile; thence west to the center of the Arkansas River; thence south along the center of said river to the south line of Section 13, T29S, R1E; thence west approximately 2 3/4 mile to a point 1/2 mile west of the southeast corner Section 16, T29S, R1E; thence north 2 1/4 miles; thence east 1/4 mile; thence north 1/2 mile; thence east approximately 1 3/4 miles to the center of the Arkansas River; thence in a northwesterly direction along the center of said river to a point 1/4 mile north of the south boundary of Section 22, T28S, R1E; thence east along south boundary of Govt. Lot 3 to Reserve I of Meadowlake Beach Addition; thence north 225 feet; thence east 570 feet; thence northeast approximately 1357 feet following the north boundary of Reserve G of Meadowlake Beach Addition to the center line of So. Clifton Avenue; thence north to the northwest corner of the NE1/4 of the SW1/4 Section 23, T28S, R1E; thence east approximately 1/4 mile to the center of A.T. & S.F. railroad tracks; thence southeasterly along said tracks to a point 2,500 feet north of the south boundary of Section 23, T28S, R1E; thence east approximately 1 mile to a point 1/2 mile east and 2,500 feet north of the southeast corner of Section 24, T28S, R1E; thence north 4,100 feet; thence east 1 1/2 miles; thence north 1848 feet; thence east 1/2 mile; thence south 3,168 feet to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE
Derby Zone
Derby Isolated Base Rate Area

Beginning at a point 1/2 mile east and 1/4 mile north of the southwest corner of Section 16, T28S, R2E, Sedgwick County, Kansas; thence south 1/4 mile; thence west 1/2 mile; thence north 1/4 mile; thence east 1/2 mile to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Goddard Zone

Beginning at a point 1/4 mile north and 3/4 mile east of the southeast corner of Section 22, T27S, R2W, Sedgwick County, Kansas; thence south 3 miles; thence west 4 1/2 miles; thence north 3 miles; thence east 4 1/2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Jackson Zone Page 1 of 2

Beginning at a point 1/2 mile north of the southwest corner of Section 11, T28S, R1W, Sedgwick County, Kansas; thence east 1 mile; thence north approximately 1/4 mile to Interstate Highway 235; thence east along said Highway 1 1/2 miles to a point 1/4 mile north and 1/2 mile east of the southwest corner of Section 7, T28S, R1E; thence north 1 1/4 miles; thence east 3 miles; thence south approximately 1 1/2 miles along the Arkansas River Canal and Arkansas River to McArthur Road; thence east approximately 1/4 mile to the A.T.&S.F. tracks; thence northeasterly along said tracks to a point 1/2 mile north of the south boundary of Section 11, T28S, R1E; thence west to Turnpike Drive; thence northeasterly along Turnpike Drive 623.54 feet; thence east 607.35 feet to Colfax Ave.; thence south 156 feet; thence east 300 feet to A.T.S.F. tracks; thence northeasterly along said tracks to a point where said tracks intersect the west boundary of Section 12, T28S, R1E; thence north to the northwest corner of Section 12, T28S, R1E; thence east 2,122.95 feet to a point where A.T.&S.F. tracks intersect the north boundary of Section 12, T28S, R1E; thence southerly and northerly direction around the Boeing Antenna Range to the A.T.&S.F. tracks; thence southwesterly along said tracks to the west boundary of Section 12, T28S, R1E; thence southwesterly along said tracks to the northwest

WICHITA, KANSAS METROPOLITAN EXCHANGE
Jackson Zone
Page 2 of 2

corner of Section 12, T28S, R1E; thence south to a point 3/8 mile east of the southwest corner of Section13, T28S, R1E; thence east 1/8 mile; thence south 2,780 feet; thence west approximately 1 mile to the A.T.& S.F. tracks; thence northwesterly along said tracks to a point 1/2 mile north of the south boundary of Section 23, T28S, R1E; thence west approximately 1/4 mile to the center of So. Clifton Avenue; thence south approximately 500 feet to Reserve G of Meadowlake Beach Addition; thence southwesterly approximately 1357 feet along the north boundary of said Reserve G; thence west 570 feet; thence south 225 feet; thence west along the south boundary of Govt. Lot 3 to the center of the Arkansas River; thence south along said river to 1/4 mile south of the north boundary of Section 2, T29S, R1E; thence west to a point 1/4 mile south and 1/4 mile west of the northeast corner of Section 4, T29S, R1E; thence south 1/2 mile; thence west 1/4 mile; thence south 3 1/2 miles; thence west 3/4 mile; thence north 1 mile; thence west 1/4 mile; thence west 1/4 mile; thence north 6 3/4 miles; thence west 1/2 mile; thence north 3/4 mile to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Jackson Zone

Peck Isolated Base Rate Area

Beginning at a point 1/4 mile east of the northwest corner of Section 32, T29S, R1E, Sedgwick County,

Kansas; thence south 2 miles to a point 1/4 mile east of the southwest corner of Section 5, T30S, R1E,

Sumner County, Kansas; thence west 2 1/2 miles; thence north 2 miles to a point 1/4 mile west of the

northeast corner of Section 35, T29S, R1W, Sedgwick County, Kansas; thence east 2 1/2 miles to the

point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Kechi Zone

Beginning at a point 1/2 mile east of the northwest corner of Section 8, T26S, R2E, Sedgwick County, Kansas; thence south approximately 2 7/8 miles to the Missouri Pacific Railroad tracks; thence in a southwesterly direction along said tracks to a point 1/8 mile west of the east section line of Section 35, T26S, R1E; thence north approximately 1 mile to a point 1/2 mile south and 1/8 mile west of the northeast corner of Section 26, T26S, R1E; thence west 3/8 mile; thence north 3/8 mile; thence west 5/8 mile; thence north 5/8 mile; thence west 5/8 mile; thence north 3/8 mile; thence west approximately 3/4 mile to I-35 Highway; thence north along said I-35 highway approximately 1/2 mile to a point 1/2 mile north of the south boundary of Section 16, T26S, R1E; thence west approximately 3/4 mile to the center of the A.T.& S.F. Railroad tracks; thence in a northwesterly direction along said tracks to a point 1/4 mile north of the south section line of Section 6, T26S, R1E; thence east approximately 1 1/4 miles to a point 1/2 mile east and 1/4 mile north of the southwest corner of Section 5, T26S, R1E; thence north 1/4 mile; thence east 4 1/2 miles; thence south 1/2 mile; thence east 1 1/2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE
Mulvane Zone

Beginning at the northeast corner of Section 20, T29S, R2E, Sedgwick County, Kansas; thence south 1 mile; thence east 1/2 mile; thence south 3/4 mile; thence east 1 1/2 miles; thence south 3 1/4 miles to the southeast corner of Section 10, T30S, R2E, Sumner County, Kansas; thence west 5 miles; thence north 3 3/4 miles to a point 1/4 mile south of the northwest corner of Section 25, T29S, R1E, Sedgwick County, Kansas; thence east approximately 1 mile to the Arkansas River; thence along said river in a northwesterly direction to a point 1/8 mile north of the south line of Section 13, T29S, R1E; thence east approximately 3/4 mile to a point 1/4 mile east and 1/8 mile north of the southwest corner of Section 18, T29S, R2E; thence north 1/8 mile; thence east 3/4 mile; thence south 1/4 mile; thence east one mile to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Parkview-Maize Zone

Beginning at the northeast corner of Section 17, T26S, R1W, Sedgwick County, Kansas; thence south 1 mile; thence east 1 1/2 miles; thence south 2 miles; thence east 1/4 mile; thence south 2 miles; thence west 1/2 mile; thence south approximately 2 3/4 miles to the center of the AT&SF railroad; thence along said railroad in a southwesterly direction to the west line of Section 28, T27S, R1W; thence south approximately 2 1/2 miles to the center of State Highways 2 and 42; thence in a southwesterly direction along said highway to the east-west center line of Section 8, T28S, R1W; thence west approximately 2 5/8 miles to a point 1/4 mile west and 1/2 mile north of the southeast corner of Section 11, T28S, R2W; thence north 3/4 mile; thence west 1 mile; thence north 2 1/4 miles; thence west 1/4 mile; thence north 1/4 mile; thence east 1/4 mile; thence north 3/4 mile; thence east 1/2 mile; thence north 1 mile; thence east 1/2 mile; thence east 1/2 mile; thence east 1/2 mile; thence east 2 1/2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Rose Hill Zone

Beginning at the northeast corner of Section 29, T28S, R3E, Butler County, Kansas; thence south 1 mile; thence east 3/4 mile; thence south 2 miles; thence west 3/4 mile; thence south 1 mile; thence west 2 miles; thence north 1 mile; thence west 1/2 mile to a point 1/2 mile west of the southeast corner of Section 1, T29S, R2E, Sedgwick County, Kansas; thence north 2 miles; thence east 1/2 mile; thence north 1 mile; thence east 2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Sedgwick Zone

Beginning at a point 1/2 mile east of the northwest corner of Section 26, T24S, R1W, Harvey County, Kansas; thence south 3 1/4 miles to a point 1/4 mile south and 1/2 mile east of the northwest corner of Section 11, T25S, R1W, Sedgwick County, Kansas; thence west 3 miles; thence north 2 3/4 miles to a point 1/2 mile north and 1/2 mile west of the southeast corner of Section 29, T24S, R1W, Harvey County, Kansas; thence east 1 mile; thence north 1/2 mile; thence east 2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Valley Center Zone

Beginning in the center of Section 20, T25S, R1E, Sedgwick County, Kansas; thence south 3 miles; thence west 1/8 mile; thence south 1/4 mile; thence west to the center of the Atchison, Topeka and Santa Fe Railroad tracks; thence in a southeasterly direction along said tracks 1/4 mile; thence south 1 1/2 miles to a point 1/2 mile east and 1/2 mile north of the southwest corner of Section 18, T26S, R1E; thence west 1/2 mile; thence north 1/4 mile; thence west 1/2 mile; thence north 1/4 mile; thence west 1/2 mile; thence east 1 mile; thence north 1 1/2 miles; thence east 2 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE Whitewater Zone

Beginning at the northeast corner of Section 8, T24S, R3E, Butler County, Kansas; thence south 3 miles; thence west 3 miles; thence east 3 miles to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE
Whitewater Zone
Whitewater Isolated Base Rate Area

Beginning at a point 1/2 mile north of the southeast corner of Section 8, T23S, R3E, Butler County, Kansas; thence south 1 1/2 miles; thence west 1 mile; thence north 1 1/2 miles; thence east 1 mile to the point of beginning.

WICHITA, KANSAS METROPOLITAN EXCHANGE
Wichita Zone
Page 1 of 3

Beginning at a point 1/8 mile south and 1/2 mile east of the northwest corner of Section 23, T26S, R2E, Sedgwick County, Kansas; thence south 3 3/8 miles; thence west approximately 214 feet to Reserve K/ Floodway; thence south along said floodway through Hawthorne and Reed's Cove additions approximately 1 mile to the southeast corner of the northwest quarter of Section 11, T27S, R2E; thence west 1/2 mile; thence south 1 1/2 miles to a point where K-96 Bypass intersects the northwest corner of Section 23, T27S, R2E; thence south along said Bypass approximately 1 mile to a point 1/4 mile east of the northwest corner of Section 26, T27S, R2E; thence east approximately 1/4 mile; thence south 1/2 mile; thence west 1/2 mile; thence south 3/8 mile; thence west 1/2 mile; thence south 3 7/8 miles; thence west 1 1/2 miles; thence south 1/4 mile; thence west 1/2 mile; thence north 3,168 feet; thence west 1/2 mile; thence south 1,848 feet; thence west 1 5/8 miles; thence north 1 1/4 miles; thence northwesterly to a point where the A.T.& S.F. tracks intersect the west boundary of Section 12, T28S, R1E; thence northeasterly along said tracks to the Boeing Antenna Range; thence in an easterly and northerly direction around the Boeing Antenna Range to a point where the A.T.& S.F. tracks intersect the north boundary of Section 12, T28S, R1E; thence west to the northwest corner of same Section 12; thence south to a point where the A.T.& S.F. tracks intersect the west boundary of same Section 12; thence southwesterly along said tracks to a point 1/2 mile north and 300 feet east of the south boundary of Section 11, T28S, R1E; thence west 300 feet to Colfax Avenue; thence north 156 feet; thence west 607.35 feet to Turnpike Drive; thence southwesterly along said Drive 623.54 feet; thence east to the A.T.& S.F. tracks; thence southwesterly along said tracks to McArthur Road, thence west along said

WICHITA, KANSAS METROPOLITAN EXCHANGE
Wichita Zone
Page 2 of 3

road to the Arkansas River and Canal; thence north along said river and canal approximately 1 1/2 miles to a point 1/2 mile north and 1/2 mile east of the southwest corner of Section 3, T28S, R1E; thence west 3 miles; thence south approximately 1 5/8 miles to Interstate Highway 235; thence west along said highway to a point where said highway intersects the west boundary of Section 12, T28S, R1W; thence south approximately 1/4 mile to a point 1/2 mile south of the northwest corner of Section 12, T28S, R1W; thence west 2 miles; thence north approximately 1/2 mile to Southwest Boulevard; thence southwesterly along said boulevard to a point where said boulevard intersects the western boundary of Section 9, T28S, R1W; thence north approximately 2 1/2 miles to the A.T.& S.F. tracks; thence northeasterly along said tracks to a point where said tracks intersects the eastern boundary of Section 28, T27S, R1W; thence north approximately 3 miles to a point 1/4 mile north of the southwest corner of Section 10, T27S, R1W; thence east 1/2 mile; thence north 3/4 mile; thence east 1/4 mile; thence north 2 miles; thence west 1/4 mile; thence north 1/2 mile; thence east approximately 2 miles to the Arkansas River; thence northwesterly along said river to a point 1/2 mile north of the south boundary of Section 14, T26S, R1W; thence east approximately 1 1/2 miles to a point 1/2 mile east and 1/2 mile north of the southeast corner of Section 13, T26S, R1W; thence north 1/4 mile; thence east 1/2 mile to Meridian Ave.; thence south 1/4 mile to a point 1/2 mile north of 53rd St. N.; thence east to a point 1/2 mile east and 1/2 mile north of the southwest corner of Section 18, T26S, R1E; thence north approximately 1 1/2 miles to the A.T.& S.F. tracks; thence southeasterly along said tracks approximately 1 1/2 miles to a point 1/2 mile north of the southern boundary of Section 17, T26S, R1E; thence east approximately 1 mile to Interstate Highway 35; thence south along

WICHITA, KANSAS METROPOLITAN EXCHANGE

Wichita Zone Page 3 of 3

said highway to a point 1/8 mile south of the northern boundary of Section 21, T26S, R1E; thence east

approximately 3/4 mile to a point 1/4 mile east and 1/8 mile south of the northwest corner of Section 22,

T26S, R1E; thence south 3/8 mile; thence east 5/8 mile; thence south 5/8 mile; thence east 5/8 mile;

thence south 3/8 mile; thence east 3/8 mile; thence south approximately 5/8 mile to the Missouri Pacific

tracks; thence northeasterly along said tracks approximately 4 1/2 miles to a point 1/8 mile south of the

northern boundary of Section 22, T26S, R2E; thence east approximately 1 1/4 miles to the point of

beginning.

WILLIAMSBURG, KANSAS

Beginning at a point 1/4 mile south of the northeast corner of Section 8, T18S, R18E, Franklin County, Kansas; thence south 3 miles; thence west 3 1/4 miles; thence north 3 miles; thence east 3 1/4 miles to the point of beginning.

WINFIELD, KANSAS

Beginning at the northeast corner of Section 14, T32S, R4E, Cowley County, Kansas; thence south 1 mile; thence east 1 mile; thence south 2 miles; thence west 1/2 mile; thence south 1/2 mile; thence west approximately 1 mile to the center of U.S. Highway 77; thence south on Highway 77 1 1/2 miles to a point 1/2 mile north of the south boundary of Section 16, T33S, R4E; thence west approximately 1/4 mile to a point 1/4 mile east and 1/2 mile north of the southwest corner of Section 16, T33S, R4E; thence north 1 1/2 miles; thence west 3/4 mile; thence north 1 mile; thence west 1 1/2 miles; thence north 1 mile; thence west 1 mile; thence east 3 miles; thence north 1 mile; thence east 3 miles to the point of beginning.

YATES CENTER, KANSAS

Beginning at the northeast corner of Section 1, T25S, R15E, Woodson County, Kansas; thence south 3 1/2 miles; thence west 3 1/4 miles; thence north 2 1/2 miles; thence east 1/4 mile; thence north 1 mile; thence east 3 miles to the point of beginning.

INDEX

WIRELESS CARRIER INTERCONNECTION SERVICE

GENERAL	<u>Sheet</u> 1
DEFINITIONS	1
GENERAL REGULATIONS Liability of the Company Obligations of the Carrier Payments, Deposits and Termination of Service Directory Listings Directory Assistance Directory Assistance Call Completion Operator Service Special Construction Radio Transmitter Links Special Service Arrangements Telephone Numbers Wireless Carrier Provided Facilities Telecommunications Service Priority System Additional Engineering and Labor Assignment and Transfer of Facilities	4 4 5 6 8 8 8 9 9 9 9 9 10 11 11
DESCRIPTION OF SERVICE	12
FEATURES Optional Features - Nonchargeable Optional Features - Chargeable	15 15 16
RATE REGULATIONS Originating Connecting Circuits - Type 1 and Type 2A Terminating Connecting Circuits - Type 1 and Type 2A Area Wide Calling Plan Connecting Circuits Nonrecurring Charges - Type 1 and Type 2A Minimum Monthly Charges - Type 1 and Type 2A Type 2B Service Common Channel Signaling/Signaling System Seven (CCS/SS7)	16 17 18 20 21 21 21 23
RATES AND CHARGES Vacant Area Wide Calling Plan Usage Rate Elements Directory Assistance Services Directory Assistance Call Completion Telephone Number Groups and Dedicated NXX Charges Nonrecurring Charges	24 24 25 26 26 27 28
WIRELESS 911 CONNECTION CIRCUIT SERVICE	30

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WIRELESS CARRIER INTERCONNECTION SERVICE

1.1 GENERAL

This tariff contains regulations, rates and charges applicable to the provision of Wireless Carrier Interconnection Services provided by Southwestern Bell Telephone Company, LLC, hereinafter referred to as the Telephone Company, to all wireless carriers for Type 1, Type 2A, and Type 2B arrangements as found, for descriptive purposes only, in the Bell Communications Research, Inc. Technical Reference TR-NPL-000145, Compatibility Information for the Interface between a Cellular Mobile Carrier and a Wireline Exchange Carrier dated April 1986 and Technical Reference TR-EOP-000352, Cellular Mobile Carrier Interconnection Transmission Plans, dated May 1986. This tariff is also applicable to all carriers for line side interconnection as found, for descriptive purposes only, in Bell System Technical References, Number 43303 dated December 1981.

This tariff provides, where facilities are available, connection with Southwestern Bell's network for originating calls from a landline customer to a wireless carrier's customer and for terminating calls from a wireless carrier's customer to a landline customer.

This tariff also provides Telephone Company facilities and services for Common Channel Signaling/Signaling System Seven (CCS/SS7) found, for descriptive purposes only, in the current issue of Bellcore TR-TSV-000905, "Common Channel Signaling Network Interface Specifications" and Southwestern Bell Telephone Company Technical Publication, TP-76638, "Southwestern Bell Telephone Company Supplement to TR-TSV-000905".

The regulations and rates in this tariff are in addition to the regulations, rates and charges in other Telephone Company tariffs.

The Company may discontinue certain Company services in geographic areas where the Company has no customers subscribing to those services.

1.2 DEFINITIONS

The following definitions are in addition to those found in Explanation of Terms, Part 2, Section 1 of the AT&T Kansas Guidebook.

ACCESS SERVICE TARIFF: Southwestern Bell's intrastate Access Service Tariff on file with the Kansas Corporation Commission, offering exchange access to intrastate customers.

AREA WIDE CALLING PLAN (AWCP): The AWCP is an optional billing plan for eligible wireless carriers. This AWCP billing option enables the company to charge the wireless carrier, instead of the Telephone Company end user, for calls dialed by Telephone Company customers to a telephone number that has an NXX designated by a wireless carrier as an AWCP NXX. A wireless carrier subject to obligatory Telephone Number Portability as described in the FCC's "Second Report and Order, In the Matter of Local Number Portability," FCC 97-289, is not an eligible carrier.

1.2 DEFINITIONS (Continued)

COMMON CHANNEL SIGNALING (CCS): Denotes a packet switched communications network which carries addressed signaling messages for individual trunked circuits and/or information transfer between Signaling Points in the SS7 network.

DEMARCATION POINT: The point (referred to as Demarcation Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarcation Point will generally consist of wire or a jack (or equivalent) conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will be located within twelve inches of the protector, or absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry.

Upon request of the subscriber, landlord/property owner or its agent, the Telephone Company shall provide additional regulated network entrance facilities and/or demarcation arrangements in accordance with Section 5, Paragraph 5.3, (Special Construction), of the General Exchange tariff. Each additional regulated network entrance facility will terminate in a demarcation arrangement located at a minimum point of entry within a specified designated telecommunications equipment space.

END OFFICE: An end office is a local Telephone Company central office where the exchange service customer's station loops are terminated to connect to each other and to the network.

END OFFICE RATE CENTER: An end office selected by the wireless carrier as the end office for rating (measuring purposes) for Type 2A interconnection.

EQUAL ACCESS CONNECTIONS: A special access circuit between a wireless carrier's Mobile Switching Center (MSC) and a Telephone Company access tandem for the provisioning of one-way terminating traffic to an interexchange carrier. This connection will allow for the provision of equal access to a wireless carrier's subscribers.

EQUIPMENT SPACE: An area or areas, agreed upon by the subscriber and the Telephone Company, located on or within a structure that is specifically designated for the purpose of terminating regulated Telephone Company provided services and facilities. The necessary security, lighting, commercial power and environmental controls are provided within this area.

1.2 DEFINITIONS (Continued)

MOBILE SWITCHING CENTER (MSC): A wireless carrier's switching equipment or terminal used to provide the wireless carriers switching services or, alternatively, any other point of termination designated by the wireless carrier. The MSC connects the carrier's customers/patrons within its Radio Service Area to Southwestern Bell Telephone Company's (SWBT'S) facilities.

NXX CODE: A block of 10,000 consecutive telephone numbers having the same 3-digit prefix.

ORIGINATING TRAFFIC: Traffic delivered to a wireless carrier for termination on the wireless carrier's system within the Radio Service Area.

PATRON: A subscriber of a telecommunications service provider other than SWBT.

POINT OF INTERCONNECTION: The end office (Type 1 or Type 2B) or the tandem office (Type 2A) that the wireless carrier chooses to connect to for terminating traffic in the SWBT network. For example, where terminating traffic is switched to other end offices in the LATA, Interexchange Carriers (IXCs) and operator or auxiliary services, e.g. 411, 911, and 555-1212.

POINT OF TERMINATION: The point of demarcation on a wireless carrier's premises where SWBT's responsibility for service ends. (See Demarcation Point)

RADIO TRANSMITTER LINKS: Dedicated voice and/or data circuits provided by SWBT between a wireless carrier's MSC and tower/cell site locations or between tower/cell site locations.

1.2 DEFINITIONS (Continued)

SERVICE GROUP: A group of wireless carrier connection service circuits of the same configuration combined into a single service group for traffic handling.

TANDEM OFFICE: A Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between Telephone Company end offices or the network.

TERMINATING TRAFFIC: Traffic received from a carrier for delivery to a point on the intraLATA wireline exchange network.

TERMINATING USAGE: Wireless carrier originated traffic interchanged with the Telephone Company for termination at a point on the intraLATA wireline exchange network.

WIRELESS CARRIER SERVICE AREA: The geographic area served by a carrier's system where the carrier, or the carrier's authorized reseller is authorized to provide service under Part 22, Part 24 or Part 90 of the FCC Rules and Regulations.

1.3 GENERAL REGULATIONS

1.3.1 Liability of the Telephone Company

- A. The Telephone Company's failure to provide or maintain service under this tariff subject to the interruption allowance provisions of this tariff, shall be excused by labor difficulties, government orders, civil commotions, acts of God, and other circumstances beyond the Telephone Company's reasonable control.
- B. Where a carrier's service is interrupted other than by negligence or willful act of the carrier, and it remains out of order for 24 hours or longer after the Telephone Company has been notified and has access to the carrier's premises, adjustments shall be made to the carrier. The adjustment shall be based on the time the interruption is first reported and shall be the pro rata part of the monthly rates the service is inoperative. The adjustment may be credited to a subsequent bill.

1.3 GENERAL REGULATIONS (Continued)

- 1.3.1 Liability of the Telephone Company, (SWBT) (Continued)
 - B. (Continued)

For calculating credit allowances, every month is considered to have 30 days.

A credit does not apply for any period the carrier does not allow SWBT personnel access to the facilities so they can investigate and clear trouble.

- C. SWBT's liability, if any, for its gross negligence or willful misconduct is limited by this tariff. With respect to any claim or suit by a carrier, or any other for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the carrier for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission or service occur and continue. This liability shall be in addition to any amounts that may otherwise be due to the carrier under this tariff as an allowance for interruptions. Any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the carrier or which arise from the use of carrier-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon SWBT.
- D. SWBT is not liable for any act or omission of other providers.
- E. All limitation of liability sections herein or contained elsewhere in this tariff, including but not limited to Section 1.3.1, apply to all claims and causes of action brought by customers/patrons receiving service from providers who purchase the underlying service from SWBT, whether the underlying service is a SWBT retail service or unbundled network elements. A patron is defined as a subscriber of a telecommunications service provider other than SWBT.

1.3.2 Obligations of the Carrier

- A. The carrier is solely responsible for payment of all charges for facilities and services furnished the carrier, including charges for service originated from, or charges accepted at such facilities (e.g. collect calls and third-number charges).
- B. Resellers of wireless carrier's services must provide a Letter of Authorization signed by the licensee whose services are being resold.

1.3 GENERAL REGULATIONS (Continued)

1.3.2 Obligations of the Carrier (Continued)

- C. Where it is necessary for the Telephone Company to place equipment at the carrier's premises, the carrier shall make available access, floor space and power for the service without cost to the Telephone Company.
- D. The rates and rate structure established by this tariff shall not apply to the wireless carrier's provision of toll calling from a landline telephone to another landline telephone, except for, but not limited to, the provision of optional carrier features such as custom calling and voice storage.
- E. The wireless carrier's point of termination may be located at another telecommunications carrier's point of presence (POP). When such termination occurs, the Wireless Carrier's obligations as described in paragraph 1. 3. 2.C above still apply.

1.3.3 Payments, Deposits and Termination of Service

A. Advance Payment

When making application for service, the wireless carrier may be required to pay at the time the application is accepted an advance payment equal to the installation charges and one month's charges for the services provided.

The amount of the advance payment will be credited to the wireless carrier's account and applied against any indebtedness.

B. Late Payment

If the entire amount billed, exclusive of any amount disputed by the wireless carrier, is not received by the Telephone Company within thirty (30) days of the bill date or if any payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment charge equal to the lesser of 1. or 2. following shall apply to the unpaid balance:

- 1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or
- 2. 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

1.3 GENERAL REGULATIONS (Continued)

1.3.3 Payments, Deposits and Termination of Service (Continued)

C. Deposits

The Telephone Company may, in order to safeguard its interest only, require a wireless carrier to make a deposit prior to or at any time after the provision of a service to the wireless carrier to be held by the Telephone Company as a guarantee of payment of rates and charges. The deposit may not exceed the rates and charges for two months plus the amount for any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the wireless carrier from complying with the Telephone Company's regulations as to advance payment or the prompt payment of bills or constitute a waiver or modification of the regular practices of the Telephone Company providing for the discontinuance of the facilities for nonpayment of any sums due the Telephone Company for facilities provided. Simple interest at the rate determined by K.S.A. 1982 Supp. 12-822 and amendments thereto will be paid on deposits held beyond six months.

At such time as the provision of service to the wireless carrier is terminated, the amount of the deposit will be credited to the wireless carrier's account and any credit balance which may remain will be refunded.

At the option of the Telephone Company, such a deposit may be refunded or credited to the wireless carrier's account at any time prior to the termination of the provision of service to the wireless carrier. Should a deposit be credited to the wireless carrier's account, no interest will accrue on the deposit from the date such deposit is credited.

D. Termination of Service

Upon nonpayment of any sum due the Telephone Company, or upon violation of any conditions governing the furnishing of service, the Telephone Company may, by notice to the wireless carrier, without incurring any liability, forthwith discontinue the furnishing of said service. Proper notice shall consist of notice sent by certified mail, return receipt requested, at least 30 days prior to a stated date of disconnection.

1.3 GENERAL REGULATIONS (Continued)

1.3.4 Directory Listings

- A. Directory Listings are not included in the rates for services in this tariff.
- B. Regular extra listings and special types of extra listings will be furnished under Directory Services, Section 7, of the General Exchange Tariff for use of the carrier's patrons. The carrier must arrange for such listings. Payment for such listings will be the responsibility of the carrier and not the carrier's mobile service users.

1.3.5 Directory Assistance

Directory Assistance Service will be provided subject to the rates and charges specified in Section 1.7.3 of this tariff.

1.3.6 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) will be provided as described in the Directory Assistance Service section of the General Exchange Tariff. Nonrecurring charges found in Section 7 of the Kansas Access Service Tariff only apply for the installation of the Operator Service Circuits. For DACC completed calls, Type 2A usage rates also apply.

A. Multi Rate Option

If the wireless carrier chooses the Multi Rate Option, Automatic Number Identification (ANI) needs to be delivered via the Operator Service Circuits from the wireless carrier's MSC to the telephone company's TOPS tandem according to the telephone company's specifications. The Multi Rate Option charge listed in Paragraph 1.7.4 applies for each DACC completed call, in addition to the DA rates referenced in Paragraph 1.7.3.

1.3 GENERAL REGULATIONS (Continued)

1.3.6 Directory Assistance Call Completion (Continued)

B. Single Rate Option

DACC will be provided at the wireless patron's choice on any Directory Assistance call. Wireless carriers who choose this option will be billed the DACC Single Rate Option per call charge listed in Paragraph 1.7.4 for each Directory Assistance call whether or not the wireless carrier's patron chooses to use the DACC service. The DA per call and DA transport rates and charges listed in Paragraph 1.7.3 of this tariff do not apply with this DACC rate option.

1.3.7 Operator Service

Local operator service is available under the Local Exchange Tariff.

1.3.8 Special Construction

If the wireless carrier's request for interconnection requires construction of special facilities as outlined in the Telephone Company's F.C.C. Tariff No. 69, the wireless carrier will be assessed special construction charges as therein outlined.

1.3.9 Radio Transmitter Links

The Telephone Company charge for radio transmitter links at speeds up to 1.544 mbps shall be equivalent to the specific rate elements and rate levels in Section 7 of the Access Service Tariff, except that no special access surcharge shall be applicable. The charge for radio transmitter links at speeds greater than 1.544 mbps shall be determined on an individual case basis.

1.3.10 Special Service Arrangements

When the customer requests a service arrangement which requires the installation of special equipment or modification of standard equipment, it can be furnished by the Telephone Company at additional rates and charges as provided in Section 25 of the General Exchange Tariff.

1.3.11 Telephone Numbers

Telephone numbers may be provided subject to the following limitations:

A. Shared or dedicated NXX codes are available as specified in paragraph 1.7.5.

1.3 GENERAL REGULATIONS (Continued)

1.3.11 Telephone Numbers (Continued)

- B. In a Wireless Carrier Service Area with more than one NPA and tandem offices in each NPA, requests for tandem Type-2A connections with separate NPA-NXX codes will require separate connections and separate NXX codes at each tandem office. Separate connections and separate NXX codes will not be required when one tandem within a Radio Service Area serves multiple NPAs.
- C. Telephone numbers are furnished subject to the availability of facilities and numbers in a manner consistent with code conservation in the administration of the North American Numbering Plan.
- D. Telephone numbers are normally provided on a consecutive number basis in groups of 100 or 1000 having the same steering digit. Numbers may be provided on a nonconsecutive basis when acceptable to the wireless carrier and the Telephone Company and, if within the normal limitations of the serving office. The wireless carrier shall acquire and retain the same rights to telephone numbers as an independent telephone company.
- E. The carrier's switching equipment must be arranged to provide for intercept of unused numbers transmitted to the switching equipment.
- F. Line-side interconnection includes the provision of a single number for each line-side termination.
- 1.3.12 End User Common Line (EUCL) charges are not applicable to this service

1.3.13 Wireless Carrier Provided Facilities

Wireless carriers shall have the right to transport traffic over facilities provided by the wireless carrier to any location geographically proximate to either the Type 1, Type 2A or Type 2B Telephone Company switching offices. That location must be owned/leased and maintained by the wireless carrier and access to that location by Telephone Company employees for installation and maintenance purposes must be available.

1.3 GENERAL REGULATIONS (Continued)

1.3.14 Telecommunications Service Priority System

The priority provisioning and restoration of services offered under this tariff relative to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System shall be pursuant to the regulations and rates as delineated in Section 10 of the Access Service Tariff. For application in this tariff, such regulations, rates and charges shall be interpreted to apply on a "per request, per line/trunk" basis.

1.3.15 Additional Engineering and Labor

Additional Engineering and Labor will be provided subject to the regulations, rates and charges specified in Section 13 of the Access Service Tariff.

1.3.16 Assignment and Transfer of Facilities

The assignment and transfer of facilities occurs when an existing wireless service is provided and billed to a different customer and the new wireless carrier assumes liability for all current and prior charges for the wireless interconnection service. The new customer must be a wireless carrier, or an authorized reseller, licensed under Part 24, Part 22, Subparts G or K, Specialized Mobile Radio carrier (SMR) or a Private Carrier Pager (PCP) licensed under Part 90 of the FCC Rules. A Special Access Order charge, as set for in Section 5 of the Access Service Tariff, will apply when a change in billing data (name, address, contact name or telephone number is requested with the assignment and transfer of facilities.

1.4 DESCRIPTION OF SERVICE

- 1.4.1 Wireless Carrier Interconnection Service circuits and switching are trunk-side switching using end office (Type 1 or Type 2B) or tandem (Type 2A) arrangements. Wink start, answer and disconnect supervisory signaling are provided from electronic offices. Delay dial start-pulsing signaling for one-way originating only type services may be provided from equipped electromechanical offices. Line-side interconnection is made using line-side terminating equipment in the end office. Line-side signaling may be ground start with on-hook indication to the carrier at the distant end or may be loop supervision.
- 1.4.2 Service may be arranged for two-way or one-way traffic either in the originating or terminating direction. With Type 2A connections, terminating traffic may be limited to direct dialed terminating calls. Where Type 2A connections are thus limited, terminating only service with Type 1 connections may access the services specified in paragraph 1.4.3. Direct dialed calls to community information services of an information provider, e.g. public response calling networks and calls to 911 may not be completed through tandem interconnections in some cases. Connections used for these types of calls are only subject to the charges specified in paragraph 1.3.5 preceding. With Type 2B connections, calls may terminate only to directory numbers served by the end office where the Type 2B interface is located.
- 1.4.3 Except as noted in paragraph 1.4.2 preceding, terminating service may be used to access valid NXXs in the LATA, operator services, Directory Assistance (411 and 555-1212), emergency reporting service (911), exchange telephone repair and business offices, community information services of an information provider, and the services of an interexchange carrier. Easy Access Dialing in Section 13 of the Access Service Tariff is required where the service is provided from an Equal Access office.

1.4 DESCRIPTION OF SERVICE (Continued)

- 1.4.4 For Type 1 service, the Telephone Company shall select the first point of switching within the selected LATA. The carrier may request a different first point of switching where facilities and measurement capabilities are available. When required by technical limitations, a separate service group will be established for each type of switching arrangement. Separate service groups may be required in each direction for two-way operation. Different types of facilities or switching arrangements may not be combined in a single service group.
- 1.4.5 Any calling scope available to the landline customers is available to the carrier subject to the provisions in Paragraph 1.4.4 preceding.
 - A. Tandem (Type 2A) interconnections require the carrier to designate an end office to determine the tandem interconnection service's local calling scope and rate center. The carrier may have only one rate center designated per service group per tandem office. For the purpose of designated rate centers, all wireless carriers will be afforded similar treatment. These types of interconnections are available only where the following conditions are met:
 - 1. the designated end office is a subtending office of the tandem; and
 - 2. the designated end office is within the Wireless Carrier Service Area of that carrier's system.
 - B. Type 1, Type 2B and line-side interconnections may only be to end offices that serve telephone subscribers within the Wireless Carrier Service Area of the carrier's system.
- 1.4.6 Eligible wireless carriers may elect to utilize an Area Wide Calling Plan (AWCP) in conjunction with their Type 2A Service. The affect of the AWCP is that the wireless carrier will pay usage sensitive AWCP charges on calls generated by Telephone Company end users. AWCP service is described in Paragraph 1.6.3 A. of this tariff.
 - A. AWCP is not available to wireless carriers that are subject to obligatory Telephone Number Portability as described in the FCC's "Second Report and Order, In the Matter of Local Number Portability," FCC 97-289.
 - B. To maintain eligibility for AWCP, the wireless carrier must agree that no wireless carrier telephone number shall be voluntarily ported to any other wireless carrier or telecommunications carrier.
 - C. Wireless carriers subscribing to AWCP acknowledge and understand that no telephone number ported to the wireless carrier from any other wireless or telecommunications carrier will be part of the AWCP plan.
 - D. AWCP services to any wireless carrier will be discontinued no later than the day before the wireless carrier becomes subject to obligatory Telephone Number Portability, as referenced in A. above. However, the Telephone Company may, with twelve (12) months prior written notice, discontinue AWCP service for any wireless carrier which, according to existing law at the time of the notice, will be subject to obligatory Telephone Number Portability within the following eighteen (18) months.

- 1.4 DESCRIPTION OF SERVICE (Continued)
- 1.4.7 Type 2B Interconnection is subject to the following rules:
 - A. Calls completed via the Type 2B interconnection circuit(s) are terminated in directory numbers served only by that specific Telephone Company end office. A Type 2B interface may be used in conjunction with the Type 2A interface on a high-usage alternate routing basis to serve high-volume traffic between the MSC and the Telephone Company end office(s).
 - B. Telephone Company end offices available for Type 2B interconnection will be restricted to those offices having the required capabilities, e.g. measuring and recording. Generally, available offices include those large offices with SPC (stored program control) type technology.
 - C. Type 2B trunks will be available on a one-way terminating only.
 - D. Type 2B calls cannot be routed to services provided by Feature Group B, Feature Group C, or Feature Group D Interexchange Carriers, International Carriers, or operator services, public response networks, directory assistance, or Type 2A or Type 2B interconnections of other carriers.
 - E. Type 2B connections used in conjunction with a Type 2A connection will utilize the same NXX code(s) assigned to the Type 2A and no additional charges are applicable.
 - F. The selection of Type 2B end offices may be inside or outside the local calling area of the designated Type 2A rate center subject to office capability.

1.5 FEATURES

1.5.1 Optional Features - Nonchargeable

A. Outpulsing

This option provides the end office capability of providing up to 10 digits of the called party telephone number to the carrier's location. The carrier may request that only some of the digits in the telephone number be forwarded. When a steering digit is required (e.g., third digit of the NXX code), only 7 digit outpulsing will be furnished.

B. Delay Dial Start-Pulsing Signaling

This option provides a method of indicating to the originating trunk circuit a readiness to accept address signaling information by the terminating trunk circuit. Delay dial is the off-hook, on-hook signaling sequence. The delay dial signal is the off-hook interval and the start- pulsing signal is the on-hook interval. With integrity check, the calling offices will not out-pulse until a delay dial (off-hook) signal followed by a start-pulsing (on-hook) signal has been identified at the calling office.

C. Immediate Dial Pulse Address Signaling

This option forwards dial pulses from the Telephone Company end office to the carrier without a start-pulsing signal from the carrier. This option is available only to carriers who have existing dial pulse services. Such arrangements may be continued under this tariff, but the carrier may not add to or move these arrangements.

D. Dial Pulse Address Signaling

This trunk-side option provides for the transmission of number information, e.g. called number, between the Telephone Company end office switching system and the carrier's premises (in either direction) by means of direct current pulses.

E. Automatic Call Completion for Directory Assistance

This feature, which is associated with Directory Assistance Call Completion (DACC), allows for the automatic call completion on any wireless call that has accessed the Telephone Company's Directory Assistance service. The call will not be automatically completed if the Telephone Company receives a disconnect signal from the wireless carrier.

1.5 FEATURES (Continued)

1.5.1 Optional Features - Nonchargeable (Continued)

E. Common Channel Signaling

This option allows a wireless carrier with a Type 2A Interconnection to use SS7 protocol and the concept of CCS to set up calls over the wireless carrier's Type 2A Interconnection. This service only provides for the use of CCS for Integrated Digital User part (ISUP or ISDNUP) call set-up messages associated with a Type 2A Interconnection.

1.5.2 Optional Features - Chargeable

A. Testing Capabilities

This service is provided, in the terminating direction where appropriate equipment is available (both telephone and carrier), with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Additional Cooperative Acceptance Testing, Automatic Scheduled Testing, Cooperative Testing, Manual Scheduled Testing and Nonscheduled Testing may be provided if requested as set forth in Section 13 of the Access Service Tariff.

1.6 RATE REGULATIONS

The Telephone Company's charge for circuits and switching provided in the interconnection and interchange of traffic with wireless carriers is as follows:

1.6 RATE REGULATIONS (Continued)

- 1.6.1 Originating Connecting Circuits Type 1 and Type 2A
 - A. The charge for two-wire or four-wire connecting circuits exclusively used for the interchange of one-way originating traffic shall be equivalent to the charge for a two-wire or four-wire channel termination and channel mileage if required, as found in the Access Service Tariff.
 - B. The charge for a 1.544 Mbps connecting circuit, equivalent to 24 voice grade circuits, used exclusively for the interchange of one-way originating traffic shall be equivalent to the charge for a 1.544 Mbps channel termination and channel mileage and multiplexing if required, as found in the Access Service Tariff.
 - C. The charge for a connecting circuit at speeds greater than 1.544 Mbps used exclusively for the interchange of one-way originating traffic shall be determined on an individual case basis.
 - D. No charge, except for terminating usage charges as described in Paragraph 1.6.2 following, shall be assessed for connecting circuits used exclusively for the interchange of terminating traffic.
 - E. The recurring charges for the provision of connecting circuits used for interchange of both originating and terminating traffic (two-way connecting circuits) shall be prorated. It is assumed that 18% of the traffic interchanged between the Telephone Company and the wireless carrier over two-way circuits is originating traffic. The charge for each two-way circuit will be 18% of the charge specified in Paragraphs 1.6.1,A or 1.6.1,B preceding. This prorate does not apply to two-way connecting circuits at speeds greater than 1.544 Mbps, as described in Paragraph 1.6.1.C preceding. In addition, terminating usage charges will be determined as described in Paragraph 1.6.2 following.

- 1.6 RATE REGULATIONS (Continued)
 - 1.6.2 Terminating Connecting Circuits Type 1 and Type 2A
 - A. Terminating usage charges shall not apply pursuant to this tariff except as set forth in this section. In accordance with 47 CFR Section 20.11 and the FCC's ruling in CC Docket No. 01-92; FCC 05-42 (*T-Mobile Order*), terminating usage charges shall be negotiated as part of an interconnection agreement between Wireless Carrier and Telephone Company. Prior to the negotiation of an interconnection agreement, but after a request for negotiation for such agreement has been made by the Wireless Carrier or the Telephone Company, the Telephone Company shall assess terminating usage charges calculated in accordance with 47 CFR Section 20.11 for interim rates.

- 1.6 RATE REGULATIONS (Continued)
 - 1.6.2 Terminating Connecting Circuits Type 1 and Type 2A (Continued)
 - B. When facilities are provided to an end office other than the wireless carrier's serving wire center, channel termination, channel mileage and multiplexing charges, where applicable, as found in Section 7.2 of the Access Services Tariff will apply. Channel mileage calculations will be on an airline basis using V&H coordinates between the entry end office where the service is provided and the wireless carrier's serving wire center.
 - C. Equal Access connecting circuits are one-way terminating, tandem connections used exclusively for the delivery of interexchange equal access traffic from the wireless carrier's network to an interexchange carrier. The charges are equivalent to a two-wire channel termination, four-wire channel termination or a 1.544 Mbps channel termination and the appropriate channel mileage, when required, as specified in Section 7.2 of the Access Services Tariff. No terminating usage charges are applied to equal access connecting circuits.

- 1.6 RATE REGULATIONS (Continued)
 - 1.6.3 Area Wide Calling Plan Connecting Circuits
 - A. AWCP Option
 - 1. The charges for originating calls of the AWCP are on a per minute of use basis and applied only to calls outside the local calling scope initiated by Telephone Company end user customers. The charges that will be billed to the wireless carrier include Local Switching, Local Transport, and Carrier Common Line charges specified in Paragraph 1.7.2 following. Local Transport mileage charges shall be calculated or measured on a V&H coordinate basis, from the landline calling party's end office to the wireless carrier's end office rate enter. Telephone Company end user customers will not be charged when generating calls to an AWCP NXX.
 - When a wireless carrier subscribes to AWCP, a dedicated one-way originating type 2A trunk
 group is established solely for the completion of AWCP calls. Flat rate recurring charges and
 nonrecurring charges are applicable for this trunk group in addition to the AWCP usage
 charges.
 - 3. Minimum Monthly Usage Charges (MMUC) do not apply to AWCP circuits.
 - 4. Wireless carriers must notify the Company at least two weeks in advance of any change in their AWCP service (i.e., adding, deleting or changing AWCP telephone numbers, etc.)

- 1.6 RATE REGULATIONS (Continued)
 - 1.6.4 Nonrecurring Charges Type 1 and Type 2A

The nonrecurring charges for all one-way and two-way connecting circuits shall be the same as specified for originating circuits in paragraphs 1.6.1,A and 1.6.1,B.

- 1.6.5 Vacant
- 1.6.6 Type 2B Service
 - A. Telephone Company charges for facilities and services provided for Type 2B interconnection and interchange of traffic with wireless carriers shall consist of:
 - 1. flat-rate charges for one-way connecting circuits that connect the wireless carrier's MSC to the Telephone Company's serving end office(s), and
 - 2. traffic originating on the wireless carrier's network and terminating on the Telephone Company's intraLATA wireline exchange network will be billed on a usage sensitive per minute of use basis as specified in D. following.
 - B. The charge for a 1.544 Mbps connecting circuit, equivalent to 24 voice grade circuits, shall be the charge for a 1.544 Mbps channel termination and, if applicable, channel mileage and multiplexing. Access related rate elements and rates are specified in Section 7.2 of the Access Service Tariff.
 - C. The charge for a two-wire or four-wire connecting circuit shall be the charge for a two-wire or four-wire channel termination and channel mileage if applicable. Access related rate elements and rates are specified in Section 7.2 of the Access Service Tariff.

- 1.6 RATE REGULATIONS (Continued)
 - 1.6.6 Type 2B Service (Continued)
 - D. Terminating usage charges shall not apply pursuant to this tariff except as set forth in this section. In accordance with 47 CFR Section 20.11 and the FCC's ruling in CC Docket No. 01-92; FCC 05-42 (*T-Mobile Order*), terminating usage charges shall be negotiated as part of an interconnection agreement between Wireless Carrier and Telephone Company. Prior to the negotiation of an interconnection agreement, but after a request for negotiation for such agreement has been made by the Wireless Carrier or the Telephone Company, the Telephone Company shall assess terminating usage charges calculated in accordance with 47 CFR Section 20.11 for interim rates.
 - E. In cases of multiple switch wire centers, interconnection to one switch will serve as the interconnection to the entire wire center.

1.6 RATE REGULATIONS (Continued)

- 1.6.7 Common Channel Signaling/Signaling System Seven (CCS/SS7)
 - A. Common Channel Signaling/Signaling System Seven (CCS/SS7) allows a wireless carrier with a Type 1 or Type 2A Interconnection to use the SS7 protocol and CCS to set-up calls over the interconnecting trunk group.
 - B. Availability of CCS/SS7 signaling is limited to one-way on a Type 1 trunk. However, on a Type 2A trunk, CCS/SS7 can be provided on either one-way originating, one-way terminating or two-way facilities.
 - C. This service provides only for the use of CCS for Integrated Services Digital Network User Part (ISUP or ISDNUP) call set-up messages associated with a Type 2A interconnection provided by the Telephone Company.
 - D. Wireless carriers who choose Common Channel Signaling/Signaling System Seven (CCS/SS7) must purchase CCS/SS7 signaling links in pairs (link sets) at the rates and charges as specified in Section 23 of the Kansas Access Service Tariff. In addition to the rate elements for the CCS/SS7 signaling links, a switched access order charge also applies, as specified in Section 5.2 of the Kansas Access Service Tariff.

1.7 RATES AND CHARGES

1.7.1 Vacant

1.7 RATES AND CHARGES (Continued)

1.7.2 Area Wide Calling Plan (AWCP) Usage Rate Elements

The wireless carrier shall be charged Outside the Local Calling Scope interconnection rates as listed below for Telephone Company subscriber calls that originate outside the local calling scope and destined to the wireless carrier's end user patrons.

No usage charges will apply for Telephone Company subscriber calls that originate within the local calling scope and destined to the wireless carrier's end user patrons.

Per Minute of Use

The charges specified in Paragraph 1.6.1 of this tariff shall also apply to interconnection circuits used for AWCP traffic.

	Outside The Local Calling Scope
Local Switching Carrier Common Line	\$.011833
- Originating	.01697
- Terminating	.02095
Local Transport	
0 - 1 mile	.0060
Over 1 - 25 miles	.0091
Over 25 - 50 miles	.0399
Over 50 miles	.0853

1.7 RATES AND CHARGES (Continued)

1.7.3 Directory Assistance Services

A. Directory Assistance Service, per call \$.3548

B. Directory Transport

<u>Call Miles</u>	Rate Per Call
0 - 1 mile	\$.0039
Over 1 - 25 miles	.0060
Over 25 - 50 miles	.0263
Over 50 miles	.0562

1.7.4 Directory Assistance Call Completion

·	Rate
Multi Rate Option Per DACC completed call	\$0.20
Single Rate Option Per DA call	.50
Billing Tape Per billing tape	6.00

1.7 RATES AND CHARGES (Continued)

1.7.5 Telephone Number Groups and Dedicated NXX Charges(1)

		<u>USOC</u>	Nonrecurring <u>Charge</u>	Service Connection Charge (USOC: NRBC9)
A.	First 100 numbers assigned(2)	RS1	\$165.00	\$12.00
В.	Per additional 100 numbers assigned(2)	RS1	85.00	12.00
C.	First 1000 numbers assigned(2)	RQE	760.00	12.00
D.	Per additional 1000 numbers assigned(2)	RQE	660.00	12.00
E.	Per dedicated NXX code	RSA	6,800.00	12.00

(2) Applies to Type 1 only.

⁽¹⁾ Due to an order(s) of the Federal Communications Commission in CC Docket 96-98 and under protest, the application of charges for telephone numbers are suspended and will remain suspended for only so long as to the extent necessary to comply with such order(s) pending reconsideration, appeal or other remedial action.

1.7	RATES AND CHARGES	(Continued))
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- 1.7.6 Nonrecurring Charges
 - A. Type 2B Nonrecurring Charge

For Type 2B service, a nonrecurring installation charge applies per end office connected to the MSC via Type 2B connection(s).

		Nonrecurring
	<u>USOC</u>	<u>Charge</u>
Per Type 2B end office	AG9	\$270.00

B. Change from Type 1 to Type 2A

When changing from Type 1 to Type 2A interconnection and retaining the same NXX code, a charge applies per end office where retranslations are required. This charge does not apply when the change from a Type 1 to a Type 2A is made in conjunction with AWCP service.

			Nonrecurring <u>Charge</u>
	Per end office	NRBCL	\$120.00
C.	Redesignate the end office	e rate center for Type 2A(1)	Nonrecurring <u>Charge</u>
	Per change	NRBCX	\$50.00

D. The following charge applies when changing an existing dedicated NXX to an Area Wide Calling Plan (AWCP) NXX. This charge also applies in addition to the Nonrecurring Charge for a new dedicated NXX, as specified in Paragraph 1.7.5.E when the new NXX is used as an AWCP NXX.

		Nonrecurring <u>Charge</u>
Per Code	NRBC8	\$6,450.00

(1) Requires two weeks' notice to the Telephone Company.

1.7 RATES AND CHARGES (Continued)

1.7.6 Nonrecurring Charges (Continued)

E. Local Exchange Routing Guide (LERG) Charge

Without limiting or otherwise affecting any other applicable tariff provisions: (a) SWBT shall not be liable for any losses or damages arising out of errors, defects or failures associated with the input of the Wireless Carrier's data into LERG other than direct damages provided, however, that the Wireless Carrier's direct damages shall not exceed the amount of charges paid to SWBT by the Wireless Carrier for LERG; (b) Wireless Carrier agrees to defend, indemnify and hold harmless SWBT from any and all losses, damages, or other liabilities, including attorneys' fees that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT; (c) the Wireless Carrier shall defend against all end user claims just as if Carrier had performed its own input into the LERG.

The following charge applies when, on behalf of the wireless carrier, SWBT inputs NXX code rating and routing information to the Routing Data Base System (RDBS) which is used to update the Local Exchange Routing Guide (LERG).

	<u>USOC</u>	Nonrecurring <u>Charge</u>
Per NXX	XXX	\$110.00

F. Wireless Usage Study Charge

When a carrier requests SWBT to analyze its interconnection trunks to determine the level of usage on those trunks the following charges apply:

	Nonrecurring <u>Charge</u>	Service Connection Charge
Wireless Usage Study (per trunk group)	\$145.00	\$12.00

The usage study will be conducted on a weekly basis for a maximum of four weeks. The above rate includes the provisioning of one report containing the data associated with the usage study. Any requests by the carrier to extend the study will result in a second nonrecurring charge.

2.0 Wireless 911 Connection Circuit Service

2.1 Definitions

ENHANCED 911 (E911) SERVICE: The functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point (PSAP).

CALL PATH ASSOCIATED SIGNALING (CAS): A wireless 911 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number and the caller's location to the PSAP.

HYBRID: A wireless 911 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number to the PSAP and a separate transmission path to deliver the caller's location information to the PSAP.

NON-CALL PATH ASSOCIATED SIGNALING (NCAS): A wireless 911 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.

SHELL RECORD: A partial Automatic Location Identification (ALI) record which requires a dynamic update of the Emergency Services Routing Key (ESRK), Call Back Number, cell site and sector information for a Phase I deployment and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI records and forwarding to the appropriate PSAP.

2.2 General Regulations

- A. Wireless 911 Connection Circuit Service is provided to a Wireless Carrier to enable a Wireless Carrier's use of the Company's 911 network service elements which the Company uses in the provision of E911 Universal Emergency Number/911 Telecommunications Services, where the Company is the 911 service provider. The Federal Communications Commission has, in FCC CC Docket 94-102, ordered that providers of Commercial Mobile Radio Service (CMRS) make available to their end users certain E911 services, and has established clear and certain deadlines by which said service must be available. Wireless 911 Connection Circuit Service is compatible with CMRS provider Phase I and Phase II E911 obligations, as described in FCC CC Docket 94-102.
- B. Wireless 911 Connection Circuit Service is only available to carriers for use in the provision of Universal Emergency Number Service, to the extent required by the Telecommunications Act of 1934, as amended by the Telecommunications Act of 1996 ('the Act"), 47 USC Section 151 and the rules and regulations of the Federal Communications Commission and the Kansas Corporation Commission.

2.0 Wireless 911 Connection Circuit Service (cont'd)

2.3 Description of Service

2.3.1 Wireless 911 Connection Circuit

- A. Wireless 911 connection circuit is a DS0 level one-way, non-measured 4-wire terminating trunk with SS7 functionality that is transported from the Wireless Carrier's Mobile Switching Center (MSC) to the Company's designated 911 Selective Router Switch, as technically defined in Telcordia Technical Reference GR145-CORE. The Wireless 911 connection circuits must be dedicated to 911 service use. Both recurring and nonrecurring charges apply to this service.
- B. The Wireless Carrier must provide a minimum of two dedicated Wireless 911 trunks from the point of connection to the 911 Selective Routing Switch for the provision of 911 service.
- C. In addition to the Wireless 911 connection circuits, the Wireless Carrier must provide the High Capacity Service 1.544 Mbps (DS1) level connection facility, used exclusively for the delivery of 911 emergency traffic, to transport the DS0 level trunks. The Wireless Carrier may purchase the High Capacity Service 1.544 Mbps (DS1) level facility from the Company as outlined in Section 7 of the Access Service Tariff.

2.3.2 Terms and Conditions

- A. The prices for Wireless 911 Connection Circuit Service do not include the inspection or monitoring of the Wireless Carrier's facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Wireless Carrier shall be responsible for making such operational tests as, in the judgement of the Carrier, are required to determine whether the facility is functioning properly for its use. The Wireless Carrier shall promptly notify the Company in the event that their facilities are not functioning properly.
- B. Notwithstanding anything to the contrary contained herein, the Company's liability to the requesting Wireless Carrier and any third person shall be limited to the maximum extent permitted by applicable law. Under no circumstances shall the Company incur any liability, direct or indirect, to any other person on whose behalf a 911 call is made.
- C. The Company will not be liable to the Wireless Carrier or its customers for any failure with respect to the completion of emergency calls made to an operator.
- D. If applicable, the 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, telephone number, address and language, medical and disability information associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).

- 2.0 Wireless 911 Connection Circuit Service (cont'd)
 - 2.3 Description of Service (cont'd)
 - 2.3.2 Terms and Conditions (cont'd)
 - E. The Wireless Carrier shall be responsible for the payment of all charges billed by the Company for the provision of Wireless 911 Connection Circuit Service as prescribed in this tariff, by law, and/or any applicable agreement with the Wireless Carrier. The Company shall not be liable fo disconnection for nonpayment of applicable charges, resulting from the Wireless Carrier's provision of Universal Emergency Number/911 Telecommunications Service.
 - F. Before implementing Phase II E911 service within a particular E911 service area, the Wireless Carrier shall provide the Company with five months advance notice. The Call Path Associated Signaling (CAS) solution does not support Phase II and Wireless Carriers that utilize CAS for Phase I will be required to migrate to Non-Call Path Associated Signaling (NCAS) or Hybrid solutions for Phase II implementation.

2.3.3 Database Responsibilities

- A. Once E911 trunking has been established and tested between the Wireless Carrier's Mobile Switching Center (MSC) and all appropriate Selective Router Switches, the Wireless Carrier or its representatives shall be responsible for providing the Carrier's Automatic Location Identification (ALI) records to the appropriate 911 Database Provider. Where the Company is the 911 Database Provider and the Wireless Carrier deploys a CAS or Hybrid CAS solution, the following requirements shall apply:
 - The Wireless Carrier or its agent shall provide initial and ongoing updates of the Wireless Carrier's ALI records that are in electronic format based upon established National Emergency Number Association (NENA) standards.
 - 2. The Wireless Carrier shall adopt use of a Company ID on all Carrier ALI records in accordance with NENA standards. The Company ID is used to identify the dial tone provider.
 - The Wireless Carrier is responsible for providing updates to the Company's ALI database; in addition, the Wireless Carrier is responsible for correcting any errors that may occur during the mechanized entry of their data to the Company's 911 Database Management System (DBMS).
- B. Where the Wireless Carrier deploys an NCAS solution, the following requirements shall apply:
 - The Wireless Carrier's designated third-party provider shall perform the above database functions.
 - 2. The Wireless Carrier's designated third-party provider shall be responsible for ensuring the Wireless Carrier's Shell Records for ALI are submitted to the Company, for inclusion in the Company's DBMS on a timely basis, once E911 trunking has been established and tested between the Wireless Carrier's MSC and all appropriate Selective Routers (SRs).

- 2.0 Wireless 911 Connection Circuit Service (cont'd)
 - 2.3 Description of Service (cont'd)
 - 2.3.3 Database Responsibilities (cont'd)
 - B. (cont'd)
 - The Wireless Carrier's third-party provider shall provide initial and ongoing updates of the Wireless Carrier's Shell Records for Automatic Location Identification (ALI) that are in electronic format based upon established National Emergency Number Association (NENA) standards.
 - C. In all applications (Call Path Associated Signaling (CAS), Non-Call Path Associated Signaling (NCAS), Hybrid CAS), the Wireless Carrier shall be responsible for any additional database charges incurred by the Wireless Carrier or its third-party provider for errors in the Company's ALI database.
 - D. The Wireless Carrier shall be solely responsible for providing test records and conducting call-through testing on all new licensed areas.

2.3.4 Additional Responsibilities

The Wireless Carrier will be required to provide a 56 Kbps frame relay circuit to send the location data from a third party database or a third party Mobile Positioning Center (MPC) to the Company's ALI server. The Wireless Carrier may purchase this circuit from a vendor of its choice.

2.4 Rate Regulations

- A. Monthly rates apply on a per trunk basis. A nonrecurring charge applies for each request to establish or change a Wireless 911 connection trunk, on a per trunk basis.
- B. The minimum service period for Wireless 911 connection trunks is 30 days.
- C. Route diversity is not part of the Wireless 911 Connection Circuit Service standard offering. Route diversity prices will be determined on an individual case basis.

2.5 Rates and Charges

	Nonrecurring <u>Charge</u>	Monthly Price
Wireless 911 Connection Circuit - per DS0 channel	\$312.00	\$22.86
High Capacity Service 1.544 Mbps	See Section 7 of the Access	

Service Tariff

Issued: May 9, 2024 Effective: May 10, 2024

BY: Jim Jamison, President-Kansas Southwestern Bell Telephone Company, LLC Topeka, Kansas

(DS1) Channel Termination, if required

INDEX

INTRALATA WHOLESALE SERVICE

	SHEET
Application of Tariff	1
Definitions	1
Regulations Scope Availability of Service Limitations of Duration of Connections Liability Abuse and Fraudulent Use Unlawful Purposes Payment for Service Termination of Service for Cause Deposits	2 2 2 2 2 3 3 3 3
Description of Service	4
Ordering	4
Rates Rate Regulations Rate Elements Rates and Charges	5 5 5 5

EXPLANATION OF SYMBOLS

(DR)	Indicates discontinued rate		
(AT)	Indicates addition to text		
(RT)	Indicates removal of text		
(CR)	Indicates change in rate		
(CP)	Indicates change in practice		
(CT)	Indicates change in text		
(NR)	Indicates new rate		
(C)	Indicates a correction		
(MT)	Indicates moved text		

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1.2 REGULATIONS

1.2.1 Scope

- A. Southwestern Bell Telephone Company, LLC (SWBT) does not undertake to transmit messages but furnishes the use of its service to its customers for telecommunications.
- B. The provision of services by SWBT as set forth in this tariff does not constitute a joint undertaking with the Interexchange Carrier (IC) for the furnishing of any service.
- Facilities utilized by SWBT to provide service under the provision of this tariff shall remain the property of SWBT.

1.2.2 Availability of Service

Service is furnished subject to the availability of the service components required. SWBT will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

1.2.3 Limitations of Duration of Connections

SWBT reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

1.2.4 Liability

- A. SWBT's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by an IC or by any others, for damages associated with any aspect of the provision of service and subject to the provisions of B through E, following, SWBT's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- B. The IC shall indemnify and save SWBT harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of SWBT, and against all other claims arising out of any act or omission of the IC in connection with service provided by SWBT.
- C. No IC participating in this service shall be liable for any act or omission of any other IC also participating in the service.
- D. SWBT shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of SWBT (except to the extent a contributing cause is the malfunctioning of a SWBT-provided connecting arrangement).
- E. SWBT's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against SWBT, acts of God and other circumstances beyond SWBT's reasonable control.

1.2 REGULATIONS (Continued)

1.2.5 Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- A. The use of the services of Southwestern Bell Telephone Company, LLC (SWBT) to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- B. The obtaining of, attempting to obtain or assisting to obtain intraLATA service, by rearranging, tampering with or making connection with any service components of SWBT, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- C. The use of service of SWBT for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;
- D. The use of profane or obscene language;
- E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

1.2.6 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

1.2.7 Payment for Service

The Interexchange Carrier (IC) is responsible for payment of all charges for services furnished to the IC.

1.2.8 Termination of Service for Cause

Upon nonpayment of any sum due SWBT, or upon a violation of any of the conditions governing the furnishing of service, SWBT may by notice in writing to the IC, without incurring any liability, forthwith discontinue the furnishing of said service until payment in full has been made.

1.2 REGULATIONS (Continued)

1.2.9 Deposits

The Company may, in order to safeguard its interests, require the Interexchange Carrier (IC) to deposit a sum up to an amount equal to twice the estimated average monthly charge for IntraLATA Wholesale Service (IWS) offered herein; such deposit to be held by the Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the IC from the Company's regulations as to the prompt payment of bills. At such time as the service is terminated, the amount of the deposit shall be credited to the IC's account and any credit balance which may remain shall be refunded. At the option of the Company such a deposit may be refunded or credited to the IC at any time prior to termination of the service. In the case of a cash deposit, for the period the deposit is held by the Company, the IC will receive simple interest that has been established by the appropriate legal authority within the state.

1.3 DESCRIPTION OF SERVICE

IWS offers ICs the ability to transport 1+ intraLATA toll calls placed by the IC's end users over the Company's network from the Company's access lines provide to the Company's end users.

IWS provides an originating and terminating toll intraLATA service offering to IWS customers.

The network announcement heard by a caller will be that of the Company, not the IWS customer as the IWS customer uses the Company's infrastructure including network announcement. Customers will hear the network announcement only when they dial 700# to verify their PIC.

IWS allows ICs with a valid Carrier Identification Code (CIC) to route all 1+ intraLATA toll traffic, 0+ Collect and 0+ Billed to Third Party IntraLATA calls over the Company's existing network.

0+ Collect Calls and 0+ Billed to Third Party IntraLATA calls will route over the Company network and will be completed by the Company. The IWS customer will not be charged the MOU for these calls as set forth in 5.3 following. The applicable rates for these calls are those established by the Company and the revenue for these calls will journal to the Company. The responsibility for notifying the end users about this billing arrangement rests with the IWS customer.

Excluded from IWS are casual dialed IntraLATA toll calls (101XXXX+1), Foreign and Home Numbering Plan Area (F/HNPA) 555-1212 intraLATA, HNPA 555-1212 interLATA and Coin Service (1+ Coin Service will not work without Exchange Access Operator Services Signaling and coin control signaling provided by the subscriber's trunk group). 1010XXX calls will not be blocked but will be charged according to rates established by the interexchange carrier they are contacting.

The Telephone Company will resolve trouble isolated to the Telephone Company's network, as reported by the IWS customer as well as the IWS customer's end users. Such trouble may be reported to designated personnel of the Telephone Company by the IWS customer or their end users.

1.4 ORDERING

An IWS order is an order to provide the customer with IWS services or provide modifications to existing IWS services. IWS is ordered at the state level by submitting the "IWS Ordering Form" to the Access Service Center. The customer must purchase IWS for all Telephone Company Tandems within a state when ordering service. The IWS Service order Charge as specified in Section 5.3 will apply to each Tandem.

A minimum of 30 days written notice to establish service and to disconnect service is required.

1.5 RATES

1.5.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for IntraLATA Wholesale Service (IWS).

There are three types of rates and charges that apply to the IWS rate elements. These are nonrecurring charges for the IWS Order Charge and Network Charge and a recurring usage charge for each completed minute of use on the IWS Network.

1.5.2 Rate Elements

- A. The IWS Rate is assessed per completed originating minute of use for network facilities, unrated toll record and terminating charges.
- B. The IWS Service Order Charge will be applied to each service order, per Tandem, processed by the Company. All Tandems are required to be provisioned with IWS service.
- C. The IWS Network Charge will be applied to existing IWS customers on March 22, 2004 or to any initial IWS order after that date. This charge covers the establishment and removal of IWS functionality in all Company end offices for which service is ordered.

1.5.3 Rates and Charges

		<u>USOC</u>	Rate per Minute of Use
A. IWS Rate			**
			Nonrecurring Charge
B. IWS Service Orde Charge per 0	er Charge Order/Request	NRB1X	**
C. IWS Network Cha	rge	NRMWS	**

^{**} Current prices are specified in the IntraLATA Wholesale Service Price List

PRICE LIST

1.5.3 Rates and Charges

<u>USOC</u> Rate per Minute of Use

A. IWS Rate \$.025

Nonrecurring Charge

B. IWS Service Order Charge

Charge per Order/Request NRB1X \$35.00

C. IWS Network Charge NRMWS 68,000.00

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