APPENDIX ANCILLARY EQUIPMENT

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APPENDIX ANCILLARY EQUIPMENT

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.4 The prices at which **PACIFIC** agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and **PACIFIC**.

1.6 Many of the products contained in this Appendix will be used in conjunction with **PACIFIC** provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.

2.2 **PACIFIC** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. **PACIFIC** is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment**.**

2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.

2.4 Items contained in this Appendix are only available where they are currently deployed in the **PACIFIC** network and where spare capacity exists.

2.5 The ancillary equipment provided by **PACIFIC** under the provisions of this Appendix shall remain the property of **PACIFIC**.

2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to **PACIFIC** for future provisioning needs, unless the ancillary equipment is disconnected in error.

2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. ANCILLARY EQUIPMENT ITEMS

3.1 Analog Bridging

3.1.1 This will be for the bridging of three or more **PACIFIC** analog loop UNEs.

3.1.2 Bridging is available only where **PACIFIC** currently has analog bridging equipment deployed.

3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.

3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.

3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.

3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

3.2 Program Audio Hubbing

3.2.1 **PACIFIC** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.

3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz
3.2.4.2 0.0 – 5.0 Khz
3.2.4.3 0.0 – 8.0 Khz

3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to CLECs connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to exiting DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply CLEC with Secure ID cards to access the Customer Access Network.

3.4.4 CLEC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.

3.5.2 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.

3.5.3 This service will only be offered where available and is intended for DS1 only.

3.5.4 Should **PACIFIC** upgrade it's network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9 (d)(5).

3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.

3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.

3.6.4 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. PRICING

4.1 Service order charges, change order charges and disconnect charges will apply when applicable.

4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the "Other (Network Elements) and Miscellaneous Equipment" category listed as "Ancillary Equipment".

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element..

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **PACIFIC**-As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.4 OANAD pricing was approved by the CPUC on November 18, 1999 with an implementation date of March 1, 2000. All of the rates, terms and conditions set forth in this Appendix which were re-priced with the OANAD ruling are subject to true-up retroactively to the November 18, 1999 effective date. The rates, terms and conditions mandated by the OANAD decision shall apply for the remainder of the term of this Agreement unless such decision is modified, reversed or vacated on rehearing or appeal, in which case the legal effect of such modification, reversal or vacation shall be applied prospectively from the effective date of such modification, reversal or vacation (including the prospective reinstatement of the interim prices if appropriate under the terms of such modification, reversal or vacation).

2. BILLING TIMELINES

2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in **PACIFIC**'s Carrier Access Billing System (CABS).

2.2 All prices for MRCs and NRCs subsequently adopted by the CPUC may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.

2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, **PACIFIC** may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, **PACIFIC** shall bill at the prices **PACIFIC** is currently billing one (1) or more of its other CLEC End Users that, in **PACIFIC**'s good faith judgment, most closely match the prices applicable hereunder.

2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing.

2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, **PACIFIC** and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Appendix UNE of this Agreement may be longer.

3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, **PACIFIC** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **PACIFIC** will round up to the next whole mile before determining the mileage and applying rates.

3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NONRECURRING CHARGES

4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each UNE on the first connection on a CLEC order as well as separate nonrecurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

4.3 For Resale, when a CLEC converts or adds new service, an End User's existing service, the normal service order charges and/or non- recurring charges associated with said additions and/or changes will apply.

4.4 The appropriate nonrecurring charges shall apply for each service request processed by **PACIFIC**, including but not limited to the following:

4.4.1 Installation (Service Order and Connect);

4.4.2 Disconnection (Disconnect);

4.4.3 Rearrangement/modification (Change);

4.4.4 Record Order (Record)

4.5 Some items, which must be individually charged, are billed as nonrecurring charges.

4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **PACIFIC**'s Tariff Schedule Cal P.U.C. No.175-T.

4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

5.1.1.1 When a call originates from an ULS Port, CLEC will pay the ULS Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per CLEC and a charge per Minute of Use (MOU). If the call routes over **PACIFIC**'s network, the CLEC will pay Switched Transport- Shared.

5.1.2 Inter Switch Terminating

5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS - Terminating (ULS-T) rates. USL-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of local calls originated from a **PACIFIC** End User and terminated to an ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **PACIFIC** End User ports. These ULS-T charges are not applicable on intra-switch calls.

5.1.3 Intra Switch

5.1.3.1 CLEC will pay only ULS-O Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2. IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by **PACIFIC** ULS customers and delivered to the IXC at the **PACIFIC** access Tandem, the CLEC will pay Switch Usage Interoffice - Originating, Switch Usage - Tandem Switching (Shared Transport), and Switch Transport -Common. Where an IXC elects to collect this traffic at

a **PACIFIC** End Office Switch via dedicated trunking, the CLEC will pay Switch Usage Interoffice – Originating.

5.2.2 Terminating Toll - For intraLATA and interLATA toll calls terminated to a **PACIFIC** ULS customer and delivered via the **PACIFIC** tandem, the CLEC will pay Switch Usage Interoffice - Terminating, Switch Usage-Tandem Switching (Shared Transport) and Switched Transport – Common. Where an IXC is directly interconnected at the **PACIFIC** End Office Switch, the CLEC will pay Switch Usage Interoffice – Terminating.

5.3 **PACIFIC** charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, **PACIFIC** will provide SS7 signaling for all originating calls in the same manner as **PACIFIC** uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL "set-up per call" charge.

6. BILLING

6.1 For information regarding billing, non-payment, disconnects, and dispute resolution, see the General Terms and Conditions of this Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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	Service Order				Channel Connection			
	Connect	**Disconnect**	**Change**	**Record**	**Connect**	**Disconnect**	**Change**	**Record**
BASIC SWITCHING FUNCTIONS								
Customized Routing Option B & C (CESAR/LEX - COMPLEX)	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
1AESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
5ESS CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA & DA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
DMS100 CLC SWITCH SERVICE ESTABLISHMENT (PER CLC, PER SWITCH) OA TRUNK GROUP (CESAR/LEX - COMPLEX)	$277.98	$133.76	$187.54	$0.00	$0.00	$0.00	$0.00	$0.00
CROSS CONNECT								
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS0 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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	Service Order				Channel Connection			
	Connect	**Disconnect**	**Change**	**Record**	**Connect**	**Disconnect**	**Change**	**Record**
EISCC - DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
EISCC - OC3 - INITIAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - INITIAL (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC3 - ADDITIONAL - (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - INITIAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - INITIAL (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.41	$2.41	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
EISCC - OC12 - ADDITIONAL - (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$46.94	$37.73	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	$2.08	$3.29	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.81	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DIGITAL CROSS CONNECT SERVICE - DCS								
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	$4.05	$4.05	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS1/DS0 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$80.12	$36.13	$0.00	$0.00
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	$4.05	$4.05	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING DS3/DS1 (MECHANIZED)	$0.16	$0.16	$0.00	$0.00	$84.17	$36.32	$0.00	$0.00
MULTIPLEXING OPTIONS								
OC3/DS1 (per 28 DS1's) (Simple - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$611.76	$260.44	$0.00	$0.00
OC3/DS1 (per 28 DS1's) (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$611.76	$260.44	$0.00	$0.00
OC3/DS3 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/DS3 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC3/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12/EC1 (SIMPLE - CESAR/LEX) - INITIAL & ADDITIONAL	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12/EC1 (MECHANIZED) - INITIAL & ADDITIONAL	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12 to OC3 (SIMPLE - CESAR/LEX)	$4.68	$4.68	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00
OC12 to OC3 (MECHANIZED)	$0.19	$0.19	$0.00	$0.00	$98.75	$40.88	$0.00	$0.00

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Non-Recurring Rates
CALIFORNIA

	Service Order				Channel Connection			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Direct Number Call Forwarding (DNCF)								
DNCF - CENTREX - INITIAL (MANUAL/FAX - COMPLEX)	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (CESAR/LEX - COMPLEX)	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (CESAR/LEX - CMPLX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - CENTREX - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MANUAL/FAX - COMPLEX)	$71.39	$54.01	$56.59	$52.07	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (CESAR/LEX - COMPLEX)	$44.91	$26.06	$28.32	$23.90	$0.00	$0.00	$0.00	$0.00
DNCF - DID - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MANUAL/FAX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (CESAR/LEX - COMPLEX)	$4.05	$2.63	$2.29	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - DID - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MANUAL/FAX - SIMPLE)	$56.52	$51.55	$52.11	$49.54	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (CESAR/LEX - SIMPLE)	$29.74	$23.94	$24.51	$22.04	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (CESAR/LEX - SIMPLE)	$2.89	$2.66	$2.97	$0.00	$0.00	$0.00	$0.00	$0.00
DNCF - POTS - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PORT								
CENTREX STATION FEATURES - INITIAL (MAN/FAX	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (CESAR/LEX -SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX STATION FEATURES - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CENTREX SYSTEM FEATURES (MANUAL/FAX - SIMP)	$3.24	$0.00	$46.53	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$21.27	$15.61	$21.27	$0.00
CENTREX SYSTEM FEATURES (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$21.27	$15.61	$21.27	$0.00
CUSTOM CALLING FEATURE - INITIAL (MANUAL/FAX SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (CESR/LEX SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
CUSTOM CALLING FEATURE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MANUAL/FAX - SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (CESAR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
HUNTING - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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	Connect	**Disconnect**	**Change**	**Record**	**Connect**	**Disconnect**	**Change**	**Record**
REMOTE CALL FORWARDING - INITIAL (MAN/FAX - SIMPLE)	$3.24	$0.00	$46.53	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (CESAR/LEX - SIMPLE)	$3.24	$0.00	$18.81	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - INITIAL (MECHANIZED)	$0.16	$0.00	$0.16	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (MANUAL/FAX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL (CESR/LEX - SIMPLE)	$0.81	$0.00	$2.02	$0.00	$0.00	$0.00	$0.00	$0.00
REMOTE CALL FORWARDING - ADDITIONAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) DEDICATED TRUNK TRANSPORT								
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$44.91	$0.00	$42.48	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	$46.65	$18.81	$0.00	$14.77	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - INITIAL (MECHANIZED)	$0.73	$0.73	$0.00	$0.00	$67.62	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$44.91	$0.00	$42.48	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	$46.65	$18.81	$0.00	$14.77	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - INITIAL (MECHANIZED)	$0.73	$0.73	$0.00	$0.00	$67.25	$35.81	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
DIGITAL TRUNK TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$57.35	$29.97	$0.00	$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$69.83	$34.85	$0.00	$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.01	$21.78	$0.00	$17.10	$69.83	$34.85	$0.00	$0.00
OC3 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$69.83	$34.85	$0.00	$0.00
OC12 (MANUAL / FAX) -INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$69.83	$34.85	$0.00	$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDIITONAL	$54.01	$21.78	$0.00	$17.10	$69.83	$34.85	$0.00	$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$69.83	$34.85	$0.00	$0.00
INTEROFFICE TRANSMISSION FACILITIES								
(IOF) ENTRANCE FACILITY								
DS1 - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (CESAR/LEX - COMPLEX)	$46.65	$22.25	$0.00	$14.77	$68.87	$43.77	$0.00	$0.00
DS1 - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$68.87	$43.77	$0.00	$0.00
DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS1 - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.41	$39.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (CESAR/LEX - COMPLX)	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 (W/ EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00

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DS3 (W/O EQUIPMENT) - INITIAL (MANUAL/FAX - COMPLEX)	$72.75	$48.15	$0.00	$42.48	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (CESAR/LEX - COMPLEX)	$46.65	$22.25	$0.00	$14.77	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - INITIAL (MECHANIZED)	$0.32	$0.32	$0.00	$0.00	$69.10	$44.79	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MANUAL/FAX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (CESAR/LEX - COMPLEX)	$5.66	$2.43	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
DS3 (W/O EQUIPMENT) - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.41	$38.39	$0.00	$0.00
OC3 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$129.26	$46.56	$0.00	$0.00
OC3 (COMPLEX - CESAR/LEX) - INITIAL & ADDITIONAL	$54.01	$21.78	$0.00	$17.10	$129.26	$46.56	$0.00	$0.00
OC3 (MECHANIZED) - INITIAL& ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$129.26	$46.56	$0.00	$0.00
OC12 (MANUAL / FAX) - INITIAL & ADDITIONAL	$84.22	$51.99	$0.00	$49.18	$69.83	$34.85	$0.00	$0.00
OC12 (COMPLEX - CESAR/LEX) - INITIAL & ADDITONAL	$54.01	$21.78	$0.00	$17.10	$69.83	$34.85	$0.00	$0.00
OC12 (MECHANIZED) - INITIAL & ADDITIONAL	$0.84	$0.84	$0.00	$0.00	$69.83	$34.85	$0.00	$0.00
LINK								
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
4 WIRE - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	$48.94	$52.25	$47.42	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	$29.93	$21.03	$24.33	$19.58	$18.66	$8.54	$15.43	$0.00
ASSURED - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.66	$8.54	$15.43	$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
ASSURED - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.53	$5.75	$0.00	$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	$57.53	$48.94	$52.25	$47.42	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	$29.93	$21.03	$24.33	$19.58	$18.56	$8.57	$15.50	$0.00
BASIC - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.56	$8.57	$15.50	$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE)	$3.24	$1.85	$2.02	$0.00	$12.67	$5.77	$0.00	$0.00
BASIC - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.67	$5.77	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	$35.09	$21.57	$24.00	$19.61	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$104.59	$13.44	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$58.25	$10.73	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$108.56	$17.38	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$61.00	$14.67	$0.00	$0.00

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DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$61.00	$14.67	$0.00	$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	$63.06	$49.90	$53.09	$47.50	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$18.55	$8.57	$15.50	$0.00
ISDN LINK - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.00	$18.55	$8.57	$15.50	$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	$3.69	$3.64	$1.94	$0.00	$12.67	$5.68	$0.00	$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$12.67	$5.68	$0.00	$0.00
DS3 Loop - INITIAL (Manual)	$72.75	$48.15	$0.00	$42.78	$114.90	$43.48	$0.00	$0.00
DS3 Loop - INITIAL (Cesar/LEX)	$46.65	$22.25	$0.00	$14.77	$114.90	$43.48	$0.00	$0.00
DS3 Loop - INITIAL (Mechanized))	$0.32	$0.32	$0.00	$0.00	$114.90	$43.48	$0.00	$0.00
DS3 Loop - ADDITIONAL (Manual)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	$5.66	$2.43	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00
DS3 Loop - ADDITIONAL (Mechanized)	$0.00	$0.00	$0.00	$0.00	$74.60	$38.19	$0.00	$0.00

DSL CAPABLE LOOPS:

2-Wire Digital Loop ISDN/IDSL								
Initial - manual/fax - complex	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00
2-Wire xDSL Loop								
Initial - manual/fax - complex	$57.53	$48.94	$52.25	$47.42	$18.66	$8.54	$15.43	$0.00
Initial - cesar/lex - complex	$29.93	$21.03	$24.33	$19.58	$18.66	$8.54	$15.43	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$18.66	$8.54	$15.43	$0.00
Additional - manual/fax - complex	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
Additional - cesar/lex - complex	$3.24	$1.85	$2.02	$0.00	$12.53	$5.75	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$12.53	$5.75	$0.00	$0.00
4-Wire xDSL Loop								
Initial - manual/fax - complex	$63.06	$49.90	$53.09	$47.50	$28.84	$10.41	$11.40	$0.00
Initial - cesar/lex - complex	$35.09	$21.57	$24.00	$19.61	$28.84	$10.41	$11.40	$0.00
Initial - mechanized	$0.16	$0.16	$0.16	$0.00	$28.84	$10.41	$11.40	$0.00
Additional - manual/fax - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - cesar/lex - complex	$3.69	$3.64	$1.94	$0.00	$18.95	$7.43	$0.00	$0.00
Additional - mechanized	$0.00	$0.00	$0.00	$0.00	$18.95	$7.43	$0.00	$0.00

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	Service Order				Channel Connection			
	Connect	**Disconnect**	**Change**	**Record**	**Connect**	**Disconnect**	**Change**	**Record**
LOCAL SWITCHING CAPABILITY, SWITCHING PORT								
BASIC 2 WIRE PORT - INITIAL (MANUAL/FAX - SIMPLE)	$51.55	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (CESAR/LEX - SIMPLE)	$23.84	$20.03	$20.43	$13.96	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - INITIAL (MECHANIZED)	$0.16	$0.16	$0.16	$0.16	$7.82	$4.09	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MANUAL/FAX - SIMPLE)	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (CESAR/LEX - SIMP)	$2.02	$1.62	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
BASIC 2 WIRE PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$7.82	$4.09	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$5.80	$1.99	$0.04	$0.00
CENTREX SYSTEM ESTABLISH (NO SERIVE ORDER)	$0.00	$0.00	$0.00	$0.00	$26.72	$15.61	$26.72	$0.00
DID NBR BLOCK (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$27.71	$18.22	$0.00	$0.00
DID NBR BLOCK (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$27.71	$18.22	$0.00	$0.00
DID PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$20.03	$11.73	$0.04	$0.00
DID PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$20.03	$11.73	$0.04	$0.00
DID PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
DID PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - INITIAL (MANUAL/FAX - COMPLEX)	$69.67	$47.74	$47.74	$41.67	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$19.50	$11.69	$0.04	$0.00
ISDN PORT - INITIAL (MECHANIZED)	$0.49	$0.49	$0.49	$0.49	$19.50	$11.69	$0.04	$0.00
ISDN PORT - ADDITIONAL (MANUAL/FAX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (CESAR/LEX - COMPLEX)	$2.02	$2.02	$2.02	$0.00	$9.51	$3.99	$0.04	$0.00
ISDN PORT - ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$9.51	$3.99	$0.04	$0.00

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	Service Order				Channel Connection			
	Connect	**Disconnect**	**Change**	**Record**	**Connect**	**Disconnect**	**Change**	**Record**
NETWORK INTERFACE DEVICE (NID)								
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	$46.53	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	$17.73	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$38.54	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - SIMPLE/COMPLEX)	$46.53	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX - (SIMPLE/COMPLEX))	$17.73	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	$0.16	$0.00	$0.00	$0.00	$60.32	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX - SIMPLE/COMPLEX)	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX - (SIMPLE/COMPLEX))	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$15.01	$0.00	$0.00	$0.00
SIGNALING AND DATABASE CAPABILITIES								
SS7 LINK- INITIAL (CESAR/LEX - COMPLEX)	$35.09	$21.57	$24.00	$19.61	$164.68	$54.21	$0.00	$0.00
STP PORT - INITIAL (CESAR/LEX - COMPLEX)	$41.96	$20.03	$20.03	$11.33	$123.34	$43.73	$0.00	$0.00
TRUNK PORT TERMINATION								
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	$80.03	$53.81	$0.00	$44.91	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	$54.74	$28.52	$0.00	$19.62	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - INITIAL SYSTEM (MECHANIZED)	$0.49	$0.49	$0.00	$0.49	$103.90	$31.26	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
END OFFICE DEDICATED (DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$80.16	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MANUAL/FAX - COMPLEX)	$80.03	$53.81	$0.00	$44.91	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (CESAR/LEX - COMPLEX)	$54.74	$28.52	$0.00	$19.62	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - INITIAL SYSTEM (MECHANIZED)	$0.49	$0.49	$0.00	$0.49	$103.69	$30.23	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MANUAL/FAX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (CESAR/LEX - COMPLEX)	$3.24	$0.81	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00
TANDEM TERMINATION (PER DS1) - ADDITIONAL SYSTEM (MECHANIZED)	$0.00	$0.00	$0.00	$0.00	$78.84	$23.14	$0.00	$0.00

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
GENERIC TERMINOLOGY		**OANAD TERMINOLOGY**			
	This Pricing Appendix contains all recurring and some non-recurring costs. For non-recurring Costs addressed in OANAD see the attached Non-recurring price sheet.				
UNBUNDLED NETWORK ELEMENTS					
NETWORK INTERFACE DEVICE (NID)					
NID Interface		NID to NID Crossonnect	NRO	@	
NID Premise Visit		NID to NID Crossonnect	NRO	@	
LOOPS		**LINKS**			
2-Wire Analog		Basic or Assured Link - 2 Wire	$ 11.70	@	
4-Wire Analog		4-Wire Link	$ 37.28	@	
4-Wire - CO Facility Interface Connection		4-Wire - CO Facility Interface Connection	$ 15.35	@	
2-wire Digital		Basic or Assured Link - 2 Wire & ISDN Option	$ 16.14	@	
4-wire Digital		Digital 1.544 MBPS DS-1	$ 94.43	@	
DS3		N/A	$ 1,837.18	@	
ISDN option (in addition to regular 2-wire loop charges)		ISDN Option	$ 4.44	@	
DSL Capable Loops:				**NRC Initial**	**NRC Additional**
	2-Wire Digital Loop ISDN/IDSL	NA	See 2 Wire Digital above	@	@
	2-Wire xDSL Loop	NA	$ 11.70	@	@
	4-Wire xDSL Loop	NA	$ 37.28	@	@
Sub Loops					
*	2-Wire Analog Distribution	ICB	ICB	ICB	
*	2-Wire Digital Distribution ISDN/IDSL	ICB	ICB	ICB	
*	4-Wire Analog Distribution xDSL	ICB	ICB	ICB	
*	4-Wired Digital Distribution ISDN/IDSL	ICB	ICB	ICB	
Loop Qualification Process		NA	NA	$ 18.25	NA
DSL Cross Connects					
*	2-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD	TBD	TBD
*	4-Wire DSL Non-Shielded Cross Connect to Collocation	NA	TBD	TBD	TBD
*	2-Wire DSL Non-Shielded Cross Connect to POA	NA	TBD	TBD	TBD
*	4-Wire DSL Non-Shielded Cross Connect to POA	NA	TBD	TBD	TBD
Sub Loop Cross Connects					
*	2-Wire	ICB	ICB	ICB	
*	4-Wire	ICB	ICB	ICB	
Jack Panel		NA	$ 1.79	N/A	N/A
DSL Conditioning Options					
*	Removal of Repeater Option	NA	NA	$ 100.00	TBD
*	Removal Bridged Taps and Repeaters	NA	NA	TBD	TBD
*	Removal of Bridged Taps	NA	NA	$ 100.00	TBD
*	Removal of Taps and Load Coils	NA	NA	TBD	TBD
*	Removal of Load Coil Option	NA	NA	$ 100.00	TBD
Conditioning of LINKS over 17.5 kft Option		N/A	NA	ICB	ICB
Cross Connects for the Adjacent Location Method for Accessing UNEs					
Termination of CLEC Cable		NA	ICB		
Loops					
2 wire analog loop to Adjacent Location Method point of access		NA	$ 0.45		
4 wire analog loop to Adjacent Location Method point of access		NA	$ 0.85		
2 wire digital loop to Adjacent Location Method point of access		NA	$ 0.45		
4 wire digital loop to Adjacent Location Method point of access		NA	$ 0.85		
Unbundled Dedicated Transport					
DS-1 to Adjacent Location Method point of access		NA	$ 17.95		
DS-3 to Adjacent Location Method point of access		NA	$ 27.65		

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Switch Ports				
Analog Line Port to Adjacent Location Method point of access	NA	$ 0.45		
ISDN Basic Rate Interface (BRI) to Adjacent Location Method point of access	NA	$ 0.45		
ISDN Primary Rate Interface (PRI) to Adjacent Location Method point of access	NA	$ 0.85		
Cross Connects for UNE Connection Methods				
Analog Loop to the UNE Connection Methods point of access				
2-Wire Mth 1	NA	$ 1.57		
Mth 2	NA	$ 1.62		
Mth 3	NA	$ 1.68		
4-Wire Mth 1	NA	$ 3.14		
Mth 2	NA	$ 3.24		
Mth 3	NA	$ 3.36		
Digital Loop to the UNE Connection Methods Point of Access				
2-Wire Mth 1	NA	$ 1.57		
Mth 2	NA	$ 1.62		
Mth 3	NA	$ 1.68		
4-Wire Mth 1	NA	$ 3.14		
Mth 2	NA	$ 3.24		
Mth 3	NA	$ 3.36		
Switch Ports to the UNE Connection Methods Point of Access				
Analog Line Port Mth 1	NA	$ 1.57		
Mth 2	NA	$ 1.62		
Mth 3	NA	$ 1.68		
BRI Port Mth 1	NA	$ 1.57		
Mth 2	NA	$ 1.62		
Mth 3	NA	$ 1.68		
PRI Port Mth 1	NA	$ 3.14		
Mth 2	NA	$ 3.24		
Mth 3	NA	$ 3.36		
Unbundled Dedicated Transport to the UNE Connection Methods Point of Access				
DS1 Mth 1	NA	$ 18.02		
Mth 2	NA	$ 18.11		
Mth 3	NA	$ 19.39		
DS3 Mth 1	NA	ICB		
Mth 2	NA	ICB		
Mth 3	NA	ICB		
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port/Basic Port	2- Wire Ports	$ 2.88	@	1
Centrex Port	Centrex Port	$ 4.37	@	1
Analog DID Trunk Port	DID Port	$ 4.18	@	1
ISDN BRI Port	ISDN Port	$ 14.10	@	1
ISDN PRI Trunk Port	N/A	$ 167.20	$ 2,820.30	1
DS1 Trunk Port	DS-1 Port	$ 20.99	@	1
Port Additive				
PBX Trunk Option (Ground Start Only)	PBX Trunk Option (Ground Start Only)	$ 2.18	NA	
Basic Port/Analog Line Port Features per feature (per port)	**Switch Features**			
Hunting	Hunting	$ 0.29	@	
Vertical Features	**Switch Features**			
Call Forwarding Variable	Call Forwarding Variable	$ 0.57	@	
Busy Call Forwarding	Busy Call Forwarding	$ 0.56	@	
Delayed Call Forwarding	Delayed Call Forwarding	$ 0.56	@	
Call Waiting	Call Waiting	$ 0.56	@	
Three Way Calling	Three Way Calling	$ 0.57	@	
Call Screen	Call Screen	$ 0.63	@	
Message Waiting Indicator	Message Waiting Indicator	$ 0.56	@	
Repeat Dialing	Repeat Dialing	$ 0.65	@	
Call Return	Call Return	$ 0.65	@	
Call Forwarding Busy/delay	Call Forwarding Busy/delay	$ 0.56	@	
Remote Call Forwarding	Remote Call Forwarding	$ 0.93	@	
Speed Calling 8	Speed Calling 8	$ 0.56	@	
Speed Calling 30	Speed Calling 30	$ 0.56	@	
Intercom	Intercom	$ 0.62	@	
Intercom Plus	Intercom Plus	$ 0.62	@	
Remote Access to Call Fwding	Remote Access to Call Fwding	$ 0.60	@	
Select Call Forward	Select Call Forward	$ 0.60	@	

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
Direct -Shared	Direct -Shared	$ 0.56	@
Direct -Unshared	Direct -Unshared	$ 0.56	@
Call Trace	Call Trace	$ 0.57	@
Speed Call 6	Speed Call 6	$ 0.56	@
Call Restriction	Call Restriction	$ 0.88	@
Distinctive Ringing	Distinctive Ringing	$ 0.56	@
Directed Call Pickup	Directed Call Pickup	$ 0.57	@
WATS Access per Port	WATS Access per Port	$ 0.56	@
WATS Access per Group	WATS Access per Group	$ 1.73	@
Caller ID	Caller ID	$ 0.73	@
Caller ID Blocking	Caller ID Blocking	$ 0.58	@
Caller Hold	Caller Hold	$ 0.56	@
DNCF	DNCF	$ 0.96	@
Centrex-Like Features			
Automatic Callback	NA	$ 0.44	@
Call Forwarding Variable	NA	$ 0.29	@
Call Forwarding BusyLine	NA	$ 0.28	@
Call Forwarding Don't Answer	NA	$ 0.28	@
Call Hold	NA	$ 0.28	@
Call Pick-up (Group and Station)	NA	$ 0.30	@
Call Waiting - Intragroup	NA	$ 0.28	@
Call Waiting - Originating	NA	$ 0.28	@
Call Waiting - Incoming	NA	$ 0.28	@
Caller ID	NA	$ 0.52	@
Caller ID Blocking	NA	$ 0.28	@
Conferencing - Station Controlled - Large	NA	$ 136.20	@
Conferencing - Station Controlled - Small	NA	$ 0.33	@
Directed Call Pick-up - Group - Barge-In	NA	$ 0.29	@
Directed Call Pick-up - Group - Non-Barge-In	NA	$ 0.28	@
Distinctive Ringing and Call Waiting Tone	NA	$ 0.29	@
Message Waiting Indicator - Stutter DT	NA	$ 0.29	@
Remote Access to Call Forwarding	NA	$ 0.33	@
Call Transfer - DID to DOD	NA	$ 0.29	@
Speed Calling - Individiual (6 or 8)	NA	$ 0.28	@
Speed Calling - Individiual (30)	NA	$ 0.28	@
Speed Calling - Group (30)	NA	$ 0.28	@
DID Number Block	Custom Call Feature	$ 1.00	@
Local Switching	**Switch Usage**	**USAGE**	
Interoffice -Originating	Interoffice -Originating		
setup per completed message	Setup per Attempt	$ 0.005940	
MOU	Holding term per MOU	$ 0.001840	
Interoffice - Terminating	Interoffice - Terminating		
setup per completed message	Setup per Call	$ 0.007000	
MOU	Holding term per MOU	$ 0.001870	
Intraoffice	Intraoffice		
setup per completed message	setup per completed message	$ 0.013990	
MOU	Holding term per MOU	$ 0.003620	
Tandem Switching	**Tandem Switching - Shared transport**	**USAGE**	
Setup per Call	Setup per attempt	$ 0.0007500	
Setup per Completed Message	Setup per Completed Message	$ 0.0011300	
MOU	Holding term per MOU	$ 0.0006700	
TRUNK PORT TERMINATION	**TRUNK PORT TERMINATION**		
End Office Dedicated DS-1 Port	End Office Termination	$ 20.99	@
Tandem Dedicated DS1-Port	Tandem Termination	$ 142.82	@
Interoffice Transport	**Dedicated Transport**		
DS-1	Dedicated Transport DS-1		
Fixed Mileage	Fixed Mileage	$ 32.32	@
Variable Mileage	Variable Mileage per Mile	$ 1.84	@
DS-3	Dedicated Transport DS-3		
Fixed Mileage	Fixed Mileage	$ 372.70	@
Variable Mileage	Variable Mileage per Mile	$ 35.72	@
OC3			
Fixed Mileage	Fixed Mileage	$ 925.74	@
Variable Average	Variable Mileage per Mile	$ 95.03	@

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES
OC12			
Fixed Mileage	Fixed Mileage	$ 2,673.92	@
Variable Mileage	Variable Mileage per Mile	$ 366.41	@
Entrance Facilities	**Entrance Facilities**		
DS-1	DS-1	$ 153.46	@
DS-3 w/ equip	DS3	$ 1,837.18	@
DS-3 w/o equip	DS 3	$ 724.04	@
OC-3	OC-3	$ 1,494.39	@
OC12	OC12	$ 4,323.29	@
Shared Transport	**Switched Transport - Shared**	**USAGE**	
Fixed Mileage	Fixed Mileage per MOU	$ 0.0012590	
Variable Mileage	Variable Mileage per MOU per Mile	$ 0.0000210	
With Option C LSNE	N/A	ICB	
Switched Transport - Shared Overflow	**Switched Transport - Shared Overflow**		
Fixed Mileage	Fixed Mileage per MOU	$ 0.011360	
Variable Mileage	Variable Mileage per MOU per Mile	$ 0.000021	
Switched Transport - Common	**Switched Transport - Common**		
Fixed Mileage	Fixed Mileage per MOU	$ 0.001330	
Variable Mileage	Variable Mileage per MOU per Mile	$ 0.000021	
MULTIPLEXING			
DS-1/DS-0 MUX	DS0/DS1	$ 255.58	@
DS-3/DS-1 MUX	DS1/DS3	$ 287.88	@
OC-3 to 84 DS1s (Groups of 28)	OC-3 to 84 DS1s (Groups of 28)	$ 839.94	@
Statewide Average	Statewide Average		
OC-3 to 1-3 DS3	OC-3 to 1-3 DS3	$ 658.70	@
Statewide Average	Statewide Average		
OC-3 to 1-3 EC-1	OC-3 to 1-3 EC-1	$ 735.65	@
Statewide Average	Statewide Average		
OC-12 to 1-12 DS3	OC-12 to 1-12 DS3	$ 1,177.79	@
Statewide Average	Statewide Average		
OC-12 to 1-12 EC1/STS-1	OC-12 to 1-12 EC1/STS-1	$ 1,284.61	@
Statewide Average	Statewide Average		
SS7	**SIGNALING SYSTEM 7**		
STP Port	STP Port	$ 263.76	@
SS7 Link	SS7 Link	$ 32.32	@
Link Mileage	N/A	$ 1.84	
Transit Signaling	N/A	TBD	
Database Query		**USAGE**	
Toll Free Database Query	800 Database - per Query	$ 0.00219	
POTS Translations	N/A	-	
Multiple Destination & Routing	N/A	$ 0.00040	
Six Digit Master Number List Turnaround	N/A	$ 0.00440	
LIDB			
Validation Query (Includes SMS & Sleuth)	N/A	$ 0.002632	
OLNS Query (Includes SMS)	N/A	$ 0.012000	
CNAM Query (Includes SMS)	N/A	$ 0.008000	
Query Transport (Validation and OLNS)	N/A	$ 0.000034	
CROSS CONNECTS TO COLLOCATION			
EISCC Combined with Loop to Collocation	Voice Grade/ISDN		
Basic	EISCC	$ 0.44	@
Jack Panel	Jack Panel	$ 1.79	
DS-0	DS-0		
EISCC Combined with Loop to Collocation	EISCC	$ 26.07	@
Jack Panel	Jack Panel	$ 5.60	

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
	N/A			
DS-1	DS-1			
EISCC Combined with Loop to Collocation	EISCC	$ 16.52	@	
Jack Panel	Jack Panel	$ 2.49		
Repeater	N/A	$ 24.15		
DS-3	DS-3			
EISCC Combined with Loop to Collocation	EISCC	$ 45.80	@	
Jack Panel	Jack Panel	$ 25.88		
Repeater	N/A	$ 101.36		
EISCC Basic to Collocation	N/A			
Basic	N/A	$ 0.44		
Jack Panel	N/A	$ 1.79		
DS-0	N/A	$ 26.07		
Jack Panel	N/A	$ 5.60		
Repeater	N/A			
DS-1	N/A	$ 16.52		
Jack Panel	N/A	$ 2.49		
Repeater	N/A	$ 24.15		
DS-3	N/A	$ 45.80		
Jack Panel	N/A	$ 25.88		
Repeater	N/A	$ 101.36		

OTHER			NRC Initial	NRC Additional
Directory Assistance				
Directory Assistance Rate Per Call		$ 0.39494		
Call Completion LATA Wide - Per MOU		$ 0.00436		
Express Call Completion				
Rate per call		$ 0.14516		
Call Completion LATA Wide - Per MOU		$ 0.00436		
Directory Assistance (nationwide listing service)				
Rate per call		$ 0.82		
Call Branding				
Establish/Change Branding Announcement (Per TOPS - Switch)		NA	$ 447.96	
DA Services rate/ reference information				
Rate per initial load		N/A		
Rate per subsequent rate change		N/A		
Rate per subsequent reference change		N/A		
Operator Services				
Fully Automated Call Processing				
Call Completion LATA Wide - Per MOU		$ 0.00436		
Rate per completed automated call		$ 0.09381		
Operator - Assisted Call Processing				
Call Completion LATA Wide - Per MOU		$ 0.00436		
Operator Assisted Call Processing (Per work second)		$ 0.02952		
Call Branding				
Establish/Change Branding Announcement (Per TOPS - Switch)		NA	$ 447.96	
Operator Services rate/reference information				
Rate per initial load		N/A		
Rate per subsequent rate change		N/A		
Rate per subsequent reference change		N/A		
OA/DA Trunks				
Trunk Installation per trunk		NA	$ 500.00	$ 184.00
BLV/I Trunks				
Trunk Installation per trunk		NA	$ 500.00	$ 184.00
Ancillary Equipment				

GENERIC TERMINOLOGY	OANAD TERMINOLOGY	Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Analog Bridging				
Master Leg Plug 2-wire		$14.10	$24.60	
Master Leg Plug 4 wire		$14.10	$24.60	
2-wire Analog Bridge Plug		$13.50	$24.60	
4-wire Analog Bridge Plug		$12.85	$24.60	
Program Audio Bridging				
Program Audio Bridge		$85.60	$172.00	
DCS				
DS1 to DSO		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
DS3 to DS1		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
Network Reconfiguration Service (Also known as CNR)				
DCS Port Charge				
DS1		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
DS3		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
DCS Establishment Charge		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
Database Modification Charge		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
Reconfiguration Charge		See Tariff (CPUC 175-T Section 7.2.8 (B)(d))		
Diverse Routing				
DS1 per point of termination		$140.00	$0.00	
DS3 per point of termination				
(With Terminal Equip.)		$1,000.00	$0.00	
DS3 per point of termination				
(W/O Terminal Equip.)		$750.00	$0.00	
DAL		Refer to California PUC D-5 for prices		
Migration charge/NXX		NA	$10,000.00	
Local disconnect Report (LDR) Per WTN		$ 0.10	NA	
CLEC Message Exchange Billing Charge (per message)		$ 0.05	NA	
Pacific Settlement Charge (per message)		$ 0.016	NA	
LNP Surcharge		$ 0.34	NA	
*** The Parties acknowledge and agree that the rates set forth above are interim rates, and subject to true-up as final cost studies become available.**				
RESALE		***Resale Discounts***		
		Recurring	Non recurring	
LOCAL EXCHANGE SERVICE				
Individual Line Measured Rate Residence Service		17%	17%	
Individual Line Measured Rate Business Service		17%	17%	
Individual Line Flat Rate Residence Service		17%	17%	
Farmer Line Service		17%	17%	
LOCAL USAGE, ZUM, and EAS				
VERTICAL SERVICES				
Three Way Calling		17%	17%	
Call Forwarding		17%	17%	
Busy Call Forwarding		17%	17%	
Delayed Call Forwarding		17%	17%	
Remote Access to Call Forwarding		17%	17%	
Call Screen		17%	17%	
Select Call Forwarding		17%	17%	
Priority Ringing		17%	17%	
Repeat Dialing		17%	17%	
Call Return		17%	17%	
Caller ID		17%	17%	
Call Waiting		17%	17%	
Speed Calling - 8 code capacity		17%	17%	
Speed Calling - 30 code capacity		17%	17%	
Intercom		17%	17%	
Intercom Plus		17%	17%	
Call Trace		17%	17%	
Caller ID on Analog Centrex-Like Lines		17%	17%	
Caller ID on PBX Lines		17%	17%	
Caller ID on Dedicated Custom 8 Service		17%	17%	
Direct Connect		17%	17%	
Usage Sensitive Custom Calling Services		17%	17%	
Premiere Communications Systems - Resale		17%	17%	

			Monthly		
			Recurring	"@" INDICATES TO REFER	
GENERIC TERMINOLOGY		**OANAD TERMINOLOGY**	and/or	TO THE NONRECURRING	
			Discount %	PRICE SHEET FOR RATES	
	Remote Call Forwarding		17%	17%	
	Direct Connect		17%	17%	
	CENTREX-LIKE				
	Hunting Service		17%	17%	
	Airport Intercommunicating Service		17%	17%	
	Central Office Electronic Tandem Switching		17%	17%	
	Centrex-Like ISDN		17%	17%	
	ISDN				
	ISDN- BRI		17%	17%	
	Primary Rate ISDN (PRI)		17%	17%	
	Personal ISDN		17%	17%	
	Centrex-Like ISDN				
	TOLL				
	Local Plus (Intralata Toll)		17%	17%	
	Two-Point Message Telecommunications Service (Local Toll)		17%	17%	
	Express Call Completion		17%	17%	
	CUSTOM 8 Toll Free Service (grandfathered)		17%	17%	
	Dedicated Access Line		17%	17%	
	Custom 8 Digital Data		17%	17%	
	EASY 8 Toll Free Service		17%	17%	
	Easy 8 Digital Data		17%	17%	
	Easy 8 Directory Assistance Listing		17%	17%	
	California 976		17%	17%	
	California 900		17%	17%	
	Information Services Call Blocking		17%	17%	
	OPTIONAL TOLL CALLING PLANS				
	Resale Residence Usage Discount- Direct Discount		17%	17%	
	Resale Residence Usage Discount- Service Area		17%	17%	
	Resale Residence Usage Discount- Community		17%	17%	
	Resale Residence Usage Discount- Easy Saver		17%	17%	
	Resale Residence Usage Discount- Saver 60		17%	17%	
	Resale Residence Usage Discount- Saver Plus		17%	17%	
	Resale Business Usage Discount- Direct Discount		17%	17%	
	Resale Business Usage Discount- Plan 50		17%	17%	
	Resale Business Usage Discount- Plan 1000		17%	17%	
	Resale Business Usage Discount- Volume Discount		17%	17%	
	Resale Business Usage Discount - Plus		17%	17%	
	DIRECTORY ASSISTANCE		17%	17%	
	Nationwide Listing Services (NLS)		17%	17%	
	CVN Service		17%	17%	
	TRUNKS				
	Flat Rate Trunk		17%	17%	
	Trunk Line Service		17%	17%	
	OTHER (Resale)				
	Number Retention Service		17%	17%	
	Number Referral Service		17%	17%	
	Number Services (Personalized TNs)		17%	17%	
	Voice Based Information Services		17%	17%	
	Promotional Pricing (90 days +)		17%	17%	
	Private Branch Exchange Services		17%	17%	
	Short Duration Service		17%	17%	
	Grandfathered Services		17%	17%	
	Message Waiting Indicator (MWI++)		17%	17%	
	Call Forwarding Busy Line		17%	17%	
	Call Forwarding/ Don't Answer		17%	17%	
	Call Forwarding Busy Line/ Don't Answer		17%	17%	
	Foreign Exchange Service		17%	17%	
	Foreign Prefix Service		17%	17%	
	Off Premise Extensions		17%	17%	
	Operator Services and Directory Assistance		17%	17%	
	TELEPHONE ANSWERING SERVICE		17%	17%	
	Secretarial Answering Service		17%	17%	
	Occasional Service		17%	17%	
	Concentrator- Identifier Service		17%	17%	
	Answering Line Service		17%	17%	

			Monthly Recurring and/or Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
GENERIC TERMINOLOGY		**OANAD TERMINOLOGY**			
	DIRECT INWARD DIALING SERVICE		17%	17%	
	Tie Line Service		17%	17%	
	Interexchange Channel		17%	17%	
	Directory Listings Alternate User Listings		17%	17%	
	Business Individual Line Service		17%	17%	
	Premium Subscriber Plan		17%	17%	
	Premiere Subscriber Plan		17%	17%	
	Power Distribution Alarm And Control System		17%	17%	
	Custom Virtual Network		17%	17%	
	WATS Service		17%	17%	
	Basic Service Elements and				
	Complementary Network Services		17%	17%	
	Business Answering Lines		17%	17%	
	Short Duration Service		17%	17%	
OTHER (Resale)					
On products below, for discount, if any please see applicable tariff					
	Access Products		0%	0%	
	Electronic Tandem Switching *		0%	0%	
	Private Line Services		0%	0%	
	Digital Data Over Voice		0%	0%	
	Group Video		0%	0%	
	High Voltage Protection		0%	0%	
	Switched SMDS		0%	0%	
	Switched 56		0%	0%	
	All Broadband and Fast Packet Services		0%	0%	
	* Pending CPUC approval of Advice Letter No. 18432				
	Other Services		0%	0%	
	Centrex-Like Number Retention Service		0%	0%	
	Off-Premise Extension Service		0%	0%	
	Promotions Exceeding 90 days		0%	0%	
	Contract Plans		0%	0%	
	Remote Call Forwarding		0%	0%	
	COPT		0%	0%	
	Labor/Network Rearrangements		0%	0%	
	Visit Charge (Trouble Identification)		0%	0%	
	Cable services AII, IW		0%	0%	
	Fraud Alert Referral				
	Usage per Alert Referral		TBD	TBD	
	Repair Transfer Service (per subsequent change)				
	Recorded Name Announcement		NA	$ 2,300.00	
	800/888 Telephone Number		NA	$ 750.00	
	Name Announcement & Telephone Number		NA	$ 2,400.00	
	Slamming Investigation Fee		NA	$ 50.00	
	Local disconnect Report (LDR)				
	Per WTN		$ 0.10	NA	
	Traffic Alert Referral Service Usage charge/alert		TBD	TBD	
	End User Change Over (per billable telephone number)				
	Business		$ 5.81		
	Residence		$ 4.15		
	Complex		$ 5.81		
	LNP Service Charge		$ 0.34		
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION			**USAGE**		
Tandem Switching - Shared Transport					
Setup per attempt (Setup per Call)			$ 0.0007500		
Holding term per MOU (MOU)			$ 0.0006700		
Switched Transport - Common					
Fixed Mileage per MOU (Fixed Mileage)			$ 0.001330		
Variable Mileage per MOU per Mile (Variable Mileage)			$ 0.000021		
Switch Usage (Local Switching)					

			Monthly		
			Recurring	**"@" INDICATES TO REFER**	
GENERIC TERMINOLOGY		**OANAD TERMINOLOGY**	**and/or**	**TO THE NONRECURRING**	
			Discount %	**PRICE SHEET FOR RATES**	
Interoffice - Terminating					
Setup per Call			$ 0.007000		
Holding term per MOU (MOU)			$ 0.001870		
TRANSITING-LOCAL TRAFFIC					
Setup per attempt (Setup per Call)			$ 0.0011300		
Holding term per MOU (MOU)			$ 0.0027700		

California
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion				
Statewide	*	$9.69	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Line Sharing Promotion (ADSL Loops)				
ADSL				
Statewide	*	$5.85	NA	NA
Service Order Promotion - Manual		NA	NA	NA
Service Order Promotion - Semi-Mechanized		NA	NA	NA
Service Order Promotion - Electronic	*	NA	$18.17	$15.23
OSS Promotion (xDSL Loops)				
All DSL Loops, Excluding ISDN-DSL				
Statewide		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

California
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion				
Network Component	*	NA	$28.15	$12.05
Analog Line Port				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop				
Statewide		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Cross-connect from analog loop to switch port		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

These prices will not appear on your bill. The discounts will appear on your bill in the form of a credit.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX ROW

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APPENDIX ROW

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Pole.

1.2 Pacific Bell Telephone Company (**PACIFIC**) is an ILEC doing business in California.

2. DEFINITIONS

2.1 Pole

2.1.1 The term "pole" refers only to poles (and associated anchors) which are owned or controlled by **PACIFIC** and does not include cables and other telecommunications equipment attached to a pole.

2.2 Conduit

2.2.1 Conduits are tubes or structures containing one or more ducts and/or innerducts and used to enclose cables, wires, and associated transmission equipment. The term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include: (a) cables and other telecommunications equipment located within conduit structures; or (b) central office vaults, controlled environment vaults, or other **PACIFIC** structures (such as huts and cabinets) which branch off from or are connected to **PACIFIC**'S conduit.

2.3 Right of Way

2.3.1 A Right of Way is the right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

3. GENERAL REQUIREMENTS

3.1 **PACIFIC** shall make its Poles, Ducts, Conduit and Rights of Way (Collectively ROW) available to CLEC through Agreements consistent with applicable regulations of the Commission and this Appendix ROW.

3.2 **PACIFIC** shall provide CLEC with non-discriminatory and competitively neutral access, on a first-come, first-served basis, to ROW that **PACIFIC** owns or controls.

3.3 Upon request, **PACIFIC** shall provide CLEC reasonable access on a non-discriminatory and competitively neutral basis to building entrance facilities (including but not limited to conduit, manholes, equipment rooms and telephone closets) that are owned or controlled by **PACIFIC**, provided the security of **PACIFIC**'s facilities is maintained at all times. For some locations, CLEC personnel must be escorted, and the Parties will negotiate a reasonable arrangement, including administrative costs, if any, for such escorted access.

3.4 **PACIFIC** may not favor itself in granting access to ROW. **PACIFIC** shall not deny a request from CLEC for access to ROW on the basis that such space is reserved for **PACIFIC**'s future business needs, except as provided in Sections 3.5 and 3.6.

3.5 **PACIFIC** may reserve capacity for projects for which plans are in place for actual utilization or construction to begin within nine months of CLEC's request for access. If substantial construction activity is not commenced within such nine month period, **PACIFIC** must grant access to CLEC, unless the delay is attributable to severely inclement weather or the delay of a governmental agency in issuing a need permit. In the event of such delay, **PACIFIC** shall have an additional period of nine months to complete construction.

3.6 The duties of **PACIFIC** described in Sections 3.5 shall be subject to expansion or contraction in accordance with rules adopted by the Commission that constitute regulation of rates, terms and conditions for pole attachments within the meaning of Section 224(c)(3) of the Act.

3.7 **PACIFIC** may designate one innerduct in a multi-duct conduit (or, one duct, in the case of a multi-duct conduit where large sized copper cables are housed) for maintenance purposes, for the benefit of all users of the conduit. No Party shall use the maintenance innerduct (or the

maintenance duct in the case of conduit housing copper cables) except for maintenance purposes.

3.8 In cases where **PACIFIC** reasonably believes that there is insufficient capacity to grant a request from CLEC for access to ROW, **PACIFIC** must take all reasonable steps to accommodate CLEC's request and explore potential accommodations in good faith with CLEC.

3.9 In the event of an emergency affecting ROW made available by **PACIFIC** to CLEC, **PACIFIC** shall follow the mutually agreed upon Emergency Restoration Procedures attached to this Appendix ROW as Exhibit A.

3.10 Upon request of CLEC, **PACIFIC** shall provide to CLEC the names and numbers of the regional Single Points of Contact (SPOC) for administering all structure licensing and ROW Appendix within each defined geographical area.

3.11 To obtain access to **PACIFIC**'s poles and conduits as described below, CLEC must execute a separate Structure License Agreement with **PACIFIC**.

4. REQUESTS FOR SPACE

4.1 Upon being presented with a CLEC's written request for access to **PACIFIC**'S conduits or poles, **PACIFIC** will accept or reject CLEC's request in writing as soon as possible, but within forty-five (45) days, unless **PACIFIC** cannot accept or reject within forty-five (45) days due to the complexity of the request. In such cases, the Parties will mutually agree upon an appropriate extension of time.

4.2 If **PACIFIC** denies an application by CLEC for conduit or pole space, its denial must be specific, and include all relevant evidence or information supporting the denial.

5. REQUESTS FOR DRAWINGS

5.1 At CLEC's request, **PACIFIC** shall provide CLEC with detailed engineering records and drawings of conduit, poles and other ROW paths in selected areas as specified by CLEC within a reasonable time frame.

5.2 **PACIFIC** shall allow personnel designated by CLEC to examine conduit system or pole line diagrams at **PACIFIC**'s offices, provided that, for security reasons, a non-disclosure Agreement is signed and CLEC's representative is limited to a specific area within the **PACIFIC** office or

PACIFIC will make copies of such documents for CLEC at CLEC's expense, or a mutually agreed upon third Party will be permitted to examine the diagrams.

6. REQUESTS FOR INFORMATION

6.1 CLEC may submit a written request for information to **PACIFIC** before submitting a request for conduit or pole space in a specified location.

6.2 **PACIFIC** shall provide information regarding the availability and condition of conduit or pole attachments within ten (10) business days of CLEC's written request for a records based answer and twenty (20) business days of CLEC's request for a field based answer. In the event CLEC's written request seeks information about the availability of more than five (5) miles of conduit or more than 500 poles, **PACIFIC** shall: (1) provide an initial response within ten (10) business days; (2) use reasonable best efforts to complete its response within thirty (30) business days; and (3) if **PACIFIC** is unable to complete its response within thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory long time period for **PACIFIC**'s response, **PACIFIC** will hire outside contractors at CLEC's expense, not to exceed **PACIFIC**'s customary charge for the same work, provided that before proceeding with such outside hiring, **PACIFIC** shall provide to CLEC the contractor's work order and hourly rate.

6.3 CLEC shall have the option to be present at the field based survey and **PACIFIC** shall provide CLEC at least twenty-four (24) hours notice prior to start of such field survey. By prior arrangement, **PACIFIC** shall allow CLEC personnel, accompanied by a **PACIFIC** escort, to enter manholes and view pole structures.

7. MAKE READY WORK

7.1 **PACIFIC** shall complete the "make ready work" required on poles or within conduit to enable CLEC to install its facilities. This work shall be accomplished by **PACIFIC** at a reasonable cost within thirty (30) business days, except that if **PACIFIC** requires longer than thirty (30) business days or if the parties are unable to agree upon a mutually satisfactory longer time period for completion of the make ready work, outside contractors may be hired at CLEC's expense to do the work. In that event, **PACIFIC** and CLEC shall confer and agree which Party shall hire the contractors. If CLEC hires the contractors, they must meet **PACIFIC**'s reasonable standards. If **PACIFIC** hires the contractors, before proceeding with the work, **PACIFIC** shall provide to CLEC the

contractor's work order and hourly rate, which shall not exceed **PACIFIC**'s customary charge for the same work.

8. POLE ATTACHMENTS

8.1 Pole Attachments will be placed in the space on the pole designated for communications use. This space is generally located below electric supply circuits and excludes the neutral space between the electrical and communication space.

8.2 **PACIFIC** shall not attach, or permit other entities to attach, facilities on existing CLEC facilities without CLEC's prior written consent, except that such consent shall not be required for attachments to facilities such as arms and brackets that are designed for more than one cable.

8.3 CLEC may, at its option, make pole attachments using CLEC or CLEC-designated personnel. CLEC shall follow the methods and procedures for making pole attachments set forth in California Public Utilities Commission General Order No. 95 and any additional standards provided to CLEC by **PACIFIC**.

9. CONDUITS

9.1 To the extent that space is available as reasonably determined by **PACIFIC**, **PACIFIC** shall provide CLEC space in manholes for racking and storage of cable and other materials as requested by CLEC on a nondiscriminatory, first-come, first-served basis.

9.2 **PACIFIC** shall remove any retired cable from its conduit at CLEC's expense within a reasonable period of time if necessary to make conduit space available for CLEC.

9.3 Upon prior notice to **PACIFIC**, CLEC may conduct maintenance procedures in conduit space leased from **PACIFIC**. **PACIFIC** may dispatch a **PACIFIC** technician at CLEC's expense to oversee CLEC's work.

9.4 Subject to accepted industry safety and engineering standards, **PACIFIC** will permit manhole interconnections and breaking out of **PACIFIC** manholes (core boring) for the benefit of CLEC. **PACIFIC** may not limit new duct entrances to pre-cast knockouts, provided that CLEC must obtain certification of a professional structural engineer ensuring that modifications (other than pre-cast knockouts) will not adversely impact the structural integrity of the manhole.

9.5 Subject to accepted industry safety and engineering standards, **PACIFIC** will shall not restrict, withhold or unreasonably delay any modifications to conduit systems necessary to allow access to and/or egress from such systems.

10. INNERDUCTS

10.1 **PACIFIC** will permit CLEC, on a first-come, first-served basis, to license the use of innerducts in ducts in which **PACIFIC** already occupies as innerduct as long as one spare innerduct for maintenance purposes remains available. If an innerduct licensed by CLEC becomes defective, CLEC may use the spare maintenance innerduct as long as CLEC repairs the defective innerduct for use as a new maintenance spare as soon as possible.

10.2 Where spare inner duct does not exist, **PACIFIC** shall allow CLEC to install inner duct in a spare **PACIFIC** conduit, provided that CLEC complies with applicable law and **PACIFIC**'s construction standards.

11. ACCESS TO PRIVATE EASEMENTS

11.1 **PACIFIC** shall not block any third Party assignment of ROW to CLEC.

11.2 To the extent space is available, **PACIFIC** shall provide access to ROWs it has obtained from a third Party to CLEC on a nondiscriminatory, first-come, first-served basis, provided that any underlying Agreement with such third Party permits **PACIFIC** to provide such access, and provided that CLEC agrees to indemnify **PACIFIC** for any liability arising out of such access or use.

11.3 **PACIFIC** will, upon request by CLEC, grant CLEC access to any private easement held by **PACIFIC**, in a mutually agreeable form of sub-easement, assignment or other appropriate access. **PACIFIC**'s charge for such access shall be a pro rata portion of: (a) the charge paid by **PACIFIC** to the grantor of the easement; and (b) any other documented administrative and engineering costs incurred by **PACIFIC** in obtaining the original easement, both of which shall be determined on a case-by-case basis and calculated by taking into account: (i) the size of the area to be used by CLEC; and (ii) the number of users of **PACIFIC**'s easement. CLEC shall also pay the reasonable documented administrative cost incurred by **PACIFIC** in processing such requests for access.

12. DISPUTE RESOLUTION

12.1 If the parties are unable to agree on a matter involving access by CLEC to a ROW, conduit, innerducts, pole, entrance facility or private easement owned or controlled by **PACIFIC**, either Party may submit the matter to the dispute resolution process set forth in the General Terms and Conditions of this Agreement or may invoke applicable dispute resolution procedures described in the Act and the FCC's *First Interconnection Order*, sections 1217 through 1231.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A

EMERGENCY RESTORAL PROCEDURES

1. GENERAL

1.1 In the event of an emergency, restoration procedures may be affected by the presence of CLEC facilities in or on **PACIFIC** structures. While **PACIFIC** maintains no responsibility for the repair of damaged CLEC facilities (except under a special maintenance contract), it must nonetheless control access to CLEC structures if restoral of affected facilities is to be achieved in an orderly fashion.

2. PRIORITIZING

2.1 Where **PACIFIC** and CLEC are involved in emergency restorals, access to **PACIFIC**'s structures will be controlled by **PACIFIC**'s Maintenance District Manager or his/her on-site representative according to the following guidelines:

2.2 Service Disruptions/Outages

2.2.1 While exercising its right to first access, **PACIFIC** should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.2.2 Where simultaneous access is not possible, access will next be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.2.3 Where longevity in the structure cannot be ascertained, access will be prioritized on a first come, first served basis.

2.3 Service Affecting

2.3.1 While exercising its right to first access, **PACIFIC** should grant nondiscriminatory access to all occupants in or on its facilities and every effort should be made to accommodate as many occupants as is reasonably safe. Therefore, reasonable, simultaneous access will not be denied unless public or other safety considerations would prohibit such access.

2.3.2 Where simultaneous access is not possible, access will next be granted to occupants according to the level of damage to its facilities and the likelihood that damage will result in service disruption. Where likelihood that damage will result is not clearly discernible, access will be granted according to longevity in/on the structure (i.e., first in time, first in right).

2.3.3 Where longevity in the structure cannot be ascertained, access will be prioritized a first come, first served basis.

3. POINT OF CONTACT

3.1 When an emergency situation arises which necessitates CLEC access to a manhole after **PACIFIC**'s normal business hours, CLEC should call **PACIFIC**'s Interconnection Service Center (ISC). All calls during normal business hours must be directed to the appropriate **PACIFIC** SPOC. For after-hours calls, **PACIFIC**'s ISC will contact the Maintenance Center responsible for after-hours coverage of the affected area. The maintenance supervisor contacted by the ISC will return CLEC's call and will arrange for access with on-call maintenance field personnel during the emergency condition.

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
			CLLI Code	
E9-1-1 Coordinator	CLEC Telco ID			
			"Connect Signal" Digits(4)	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	
			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & **SBC-SNET** E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			

FOOTNOTES:
(1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
(2) n/a
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

MEET POINT BILLING AGREEMENT

BETWEEN

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

AND

NEW EDGE NETWORK, INC.
D/B/A NEW EDGE NETWORKS

TELCO AGREEMENT
FOR MEET POINT BILLING

This Agreement, which shall become effective as of the ___ day of _____, 2000 ("Effective Date"), is entered into between New Edge Network, Inc. d/b/a New Edge Networks, a Delaware corporation with principal offices at 3000 Columbia House Blvd., Suite 106, Vancouver, Washington 98661 (hereinafter "CLEC") and The Southern New England Telephone Company, with a principal place of business at 310 Orange Street, New Haven, Connecticut, 06510, (hereinafter "Telco"), (individually, the "Party" and collectively, the "Parties"). Any word not defined herein shall have the meaning generally understood in the telecommunications industry.

WITNESSETH:

WHEREAS, Telco currently provides tandem switching between Telco's network and interexchange carrier ("IEC") networks for inward/outward traffic transiting any Telco tandem switch to which CLEC interconnects and bills such IEC access charges for use of Telco's network; and

WHEREAS, CLEC is a certified local exchange carrier requesting that Telco provide tandem switching between CLEC and interexchange carrier networks for the processing of interstate and intrastate calls to (outward originating) and from (inward terminating) CLEC's end office NXXs; and

WHEREAS, Telco and CLEC desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their own portion of jointly provided switched access service; and

WHEREAS, Telco, has developed multiple bill/single tariff meet point billing ("Meet Point Billing" or "Billing") to provide the Parties the ability to bill the appropriate IECs for interstate and intrastate calls originating or terminating on CLEC's network that transit any Telco tandem switch to which CLEC interconnects.

WHEREAS, Telco and CLEC agree that it is in their mutual interest that CLEC purchase Meet Point Billing for IEC tandem switching service from Telco;

NOW, THEREFORE, Telco and CLEC agree as follows:

1. This Agreement is effective as of the ____ day of _____, 2000 ("Effective Date') and shall continue in effect thereafter until terminated by either Party as set forth herein. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon such termination, neither Party shall have any liability to the other Party, provided that CLEC shall be obligated to pay the one time charge

arising under Section 4 hereof; and any and all other charges incurred by CLEC up to and through the date of termination as set forth in Section 4, Section 10, Section 15, and Section 16 hereof; and, provided further that should Telco terminate this Agreement without cause within one (1) year from the Effective Date, Telco's sole and exclusive liability to CLEC shall be to refund the one-time development charge as set forth in Section 4 hereof.

2. Upon the execution of this Agreement and receipt of CLEC's Access Service Request (ASR) for the interconnection trunking, purchased pursuant to the Connecticut Access Service Tariff, incorporated by reference herein, at its Connecticut locations to Telco's tandem switch(es), Telco will process the interstate and intrastate calls for CLEC's end office NXXs to (outward originating) and from (inward terminating) the appropriate IEC transiting Telco's tandem switch(es). CLEC will contact and negotiate its direct arrangements with such IECs.

3. Upon the execution of this Agreement Telco will assign internal resources to implement the development of Meet Point Billing for CLEC. Telco anticipates such work effort to take, at a minimum, three (3) months from the assignment of such resources, understanding that CLEC must also expeditiously assign resources for the provisioning and testing of the test file.

4. The Parties have agreed as follows:

   4.1 CLEC agrees to pay Telco $28,374.00 to develop enhancements to Telco's current billing system. Telco will invoice CLEC on the following schedule:

   a) $14,187.00 upon the ordering or purchasing of services or facilities hereunder by CLEC; and

   (b) $14,187.00 upon verification from CLEC that the first set of Access Usage Records (AUR) for actual CLEC test calls, the exchange of which is agreed to by the Parties in Section 12 hereof, have been received which meet the Meet Point Billing Standards documented in Ordering and Billing Forum's (OBF), Exchange Message Interface (EMI) or OBF release in effect upon execution of this Agreement and as implemented by Telco.

4.2 Upon completion of the enhancements, Telco will have the capability to:

(a) prepare and transmit AURs for inward terminating calls for the appropriate carriers to CLEC; and

(b) receive Summary Usage Records (SUR) from CLEC for inward terminating and outward originating calls for the appropriate carriers, and use these records to bill access charges to carriers for use of Telco's network.

5. CLEC agrees to tender any payments due under this Agreement within thirty (30) days from the date of Telco's invoice ("Due Date"). Failure by CLEC to pay any invoice by the Due Date shall be considered a breach of this Agreement. CLEC, upon notice from Telco of such breach, shall cure such breach within thirty (30) days of such notice. Telco may terminate this Agreement without further notice should CLEC fail to cure said breach within the thirty (30) day period, and may pursue all available remedies within the limits of this Agreement for such breach.

6. Telco will capture the inward terminating call records that are destined for CLEC's end office NXX. Telco will send these records in daily (Monday through Friday, inclusive of holidays) files via Network Data Mover ("NDM") data link to CLEC. Telco and CLEC will exchange Billing Account Reference (BAR) and Billing Account Cross Reference (BACR) information and will coordinate Initial Billing Company/Subsequent Billing Company (IBC/SBC) billing cycles. Telco will share its IEC billing information with CLEC. Any IEC billing information given to CLEC by Telco with respect to Meet Point Billing shall be used by CLEC solely for that purpose.

7. Telco will bill or reserve the right to bill the IEC the following access elements: 50% of Telco's rate for tandem transport termination, a negotiated bordering interconnection percentage (BIP) of transport, tandem switching, entrance facility, and transport interconnection charges.

8. Upon the execution of this Agreement, CLEC will include in NECA Tariff 4 CLEC's office CLLI codes, company codes and negotiated BIP billing factors.

9. Upon receipt of EMI Monthly Summary Records from CLEC for inward terminating and outward originating calls, Telco will process such EMI records for Telco's portion of Billing to the appropriate IEC.

10. CLEC will be responsible for the ordering, installation, maintenance and all costs associated with the Network Data Mover - Multiple Virtual Storage (NDM-MVR) communication software required to communicate with Telco in the provision of the Billing and the associated facility for data transmission.

11. CLEC will have the right to bill the equivalent of the following access elements: carrier common line charge, local switching, 50% of CLEC's rate for tandem transport termination and the negotiated BIP of transport.

12. Telco and CLEC agree to exchange test files to support implementation of the Billing prior to live production.

13. Telco and CLEC agree to conform to Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines unless both companies mutually agree to exceptions to such guidelines.

14. CLEC agrees to support the data requirements as detailed in Exhibit 1, attached hereto and incorporated herein by reference.

15. CLEC agrees to support future changes or enhancements to the Billing, including but not limited to OBF, EMI or MECAB releases. CLEC agrees to implement such changes or enhancements as soon as is practicable, and further agrees to pay to Telco any interim costs incurred by Telco until such time as CLEC is able to implement such changes or enhancements.

16. If CLEC wishes Telco to perform work relative to the Billing that is not specifically covered by this Agreement, CLEC shall submit a written request to Telco outlining its requirements. Telco will manage and prioritize CLEC's request in relation to the Billing currently provided to support other C-LECs, and Telco shall respond with a written estimate of the time and cost necessary to perform the work effort along with any applicable terms and conditions. Upon written authorization by CLEC, Telco shall proceed with the work as outlined in its estimate. Any rates or charges applicable to such future enhancements shall be separately negotiated by the Parties, and along with any applicable terms and conditions, shall be evidenced in an Amendment to this Agreement, signed by both Parties.

17. Notwithstanding any term or condition in this Agreement, the Parties agree that this Agreement shall be subject to any applicable federal or state laws and any rules, regulations, tariffs or orders of a state or federal regulatory body.

18. This Agreement is made in and shall be governed by the laws of the state of Connecticut.

19. The term "Confidential Information" shall mean all material, information, data and other communications, including this Agreement, disclosed during the performance of this Agreement by either Party and/or one or more of its parent, subsidiary or affiliated corporations (the "Originating Party"), to the other Party and/or one or more of its parent, subsidiary or affiliated corporations (the "Receiving Party") and, if in writing, marked as "Confidential" or "Proprietary", or , if disclosed orally, designated as confidential at the time of disclosure, and reduced to writing within a reasonable period of time from the time of disclosure and marked as "Confidential" or "Proprietary".

19.1 All Confidential Information of either Party:

(i) shall not be copied, used, distributed, disclosed, disseminated or communicated in any way or form by the Receiving Party whether or not for its own benefit, (a) to anyone outside of its own organization except its agents or contractors or (b) to anyone within its own organization except on a "need-to-know" basis;

(ii) shall be held by the Receiving Party in strict confidence, and shall be treated by it with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance; and

(iii) shall be destroyed or returned to the Originating Party (including, without limitation, all materials, documents, drawings, models, apparatus, sketches, designs, specifications and lists, encompassing or evidencing same or related thereto, and all copies/formats thereof), within thirty (30) days after receipt by the Receiving Party of a written request from the Originating Party setting forth the Confidential Information to be returned within thirty (30) days of such request. Notwithstanding the foregoing, the rights and obligations of each Party with respect to the disclosure of Confidential Information shall survive the return or destruction of Confidential Information pursuant to this Section.

19.2 The obligations set forth in this Section 19 shall not apply, or shall terminate, with respect to any particular portion of Confidential Information of the Originating Party which:

(i) was in the Receiving Party's possession, free of any obligation of confidence, prior to receipt from the Originating Party;

(ii) is already in the public domain at the time the Originating Party communicates it to the Receiving Party, or becomes available to the public through no breach of this Agreement by the Receiving Party;

(iii) is received independently from a third party free to disclose such information to the Receiving Party;

(iv) is developed by the Receiving Party, independently of and without reference to, any Confidential Information of the Originating Party or any other information that the Originating Party has disclosed in confidence to any third party;

(v) is disclosed by the Receiving Party to a third party, with the express prior written permission of the Originating Party;

(vi) is disclosed by the Receiving Party in order to satisfy any legal requirement of any competent government body; provided, however, that the Receiving Party shall advise the Originating Party of such legal requirement prior to making the required disclosure and that the Receiving Party uses reasonable efforts to obtain protective arrangements for the required Confidential Information.

19.3 Nothing contained herein shall be construed as granting to or conferring upon the Receiving Party, expressly or implied, any rights, by license or otherwise, to the Confidential Information of the Originating Party or any other material, information or data, or any invention, discovery, improvement or product of the Originating Party conceived, made or acquired prior to, on or after the date of this Agreement.

20. Both Parties agree that any publicity, including but not limited to public announcements, press releases, sales brochures, advertising or any other publicity materials, which use or imply the name or logo of the other Party or its customers concerning this Agreement or the performance of this Agreement shall be mutually agreed upon in writing by the Parties prior to release of said publicity.

21. The Parties further agree that, except for CLEC’s payment obligations as set forth in Section 4, Section 10, Section 15, and Section 16 herein, and Telco’s refund obligation as set forth in Section 1 herein, neither Party shall be liable for any direct, indirect, special, incidental or consequential damages, resulting from the performance of this Agreement. Such incidental or consequential damages shall include but not be limited to lost

revenue or profits from customers due to the failure to perform this Agreement.

22. All notices, demands, requests, elections, or other communications herein provided to be given or which may be given by one Party to the other Party shall be made in writing and, except as otherwise provided herein, such notices, demands, requests, elections, or other communications shall be deemed to have been duly given when received. If hand delivered, any such notice, demand, request, election or other communication shall be deemed to have been received on the business day received; if sent by registered mail, return receipt requested, the date of receipt; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile; and in all cases shall be addressed as follows:

If to CLEC:	If to Telco:
Susan McAdams	Telco Manager - Contracts
3000 Columbia House Blvd., Suite 106	530 Preston Avenue, 1st Floor
Vancouver, WA 98661	Meriden, CT 06450
Tel: (360) 693-8554	Tel: (203) 634-6383
Fax: (360) 693-9997	Fax: (203) 235-6178

The address to which such notices may be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section. All notices sent hereunder, whether by mail, overnight courier, or personal delivery, shall be sent return receipt requested.

23. The Parties agree that the Whereas clauses set forth in this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly signed by their authorized representatives.

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS	THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY
By: _____	By: _____
Typed: _____	Typed: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1

MEET POINT BILLING REQUIREMENTS FOR ENHANCED NETWORK ACCESS TRANSIT TRAFFIC

1. Record exchange will be EMI Monthly Summary Record
2. Usage From and Through Dates are required
3. Billing End Office NPA/NXX are required
4. Trunk Group Number is required on terminating usage and direct routed usage (critical field - we must have this!)
5. OTID (Feature Group D Only)
6. Routing Method (Direct, Tandem, TSP)
7. Jurisdiction (Inter or Intra)
8. Access Minutes
9. Access Messages
10. Traffic Type (valid at this point in time: 05 (orig), 10 (OPH), 15 (DD), 20 (IDDD), 23 (orig WATS), 25 (orig 800), 27 (term 800), 30 (orig 900), 35 (term), 40 (term DA), 80 (DALE)
11. WATS NPA/NXX
12. IBC Company Code
13. LTL
14. EO CLLI
15. Feature Group
16. IBC Bill Date
17. CIC
18. IBC BAN

Other Exchange of Data Requirements:

1. BAR/BACR
2. Facility identification must match (if applicable)
3. Billing name and address of Access Customer
4. Any other administrative data
5. Coordinate IBC/SBC billing cycles as closely as possible to reduce the delays inherent in usage exchange
6. Implementation must be coordinated

Interexchange Carriers must be provided list which contains:

1. Connecting EC company codes
2. Type of Service
3. Old and new BANs
4. SWC associated with the ACTL (LTL/SWC CLLI)

5. End Office CLLI
6. BAR/BACR
7. CFA if applicable
8. Implementation date

APPENDIX POLES

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APPENDIX POLES

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which SNET agrees to provide public right of way for CLEC.

1.2 The Southern New England Telephone Company (SNET) is an ILEC doing business in Connecticut.

2. AGREEMENTS – POLES

2.1 SNET does not offer public right of way under this Agreement. Rather public right of way is available under separate agreement. See separate Agreement.

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which the applicable SBC Communications Inc. (**SBC**) owned Incumbent Local Exchange Carrier (ILEC) provides prices to CLEC.

1.2 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

1.4 Other than as specifically set out elsewhere in this Agreement, **SNET** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SNET** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket No. 98-04-03, Application of The Southern New England Telephone Company Regarding the Study of Joint and Common Costs (decision pending).

1.5 Operator Services (OS), Director Assistance (DA), and Reciprocal Compensation Monthly Recurring Charges (MRCs) and Nonrecurring Charges (NRCs) are set forth below.

2. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

2.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

CONNECTICUT	SNET RECURRING		SNET NON-REC.	
	Monthly		Initial	Additional
Directory Assistance				
Service Setup Charge				
Two years or great term	NA		$ 2,500.00	$ 1,500.00
Less than two year term	NA		$ 3,000.00	$ 1,500.00
Directory Assistance Charge				
Without Call Completion	$ 0.40		NA	NA
With Call Completion	$ 0.45		NA	NA
Directory Assistance Call Completion Blocking	NA		$ 33.00	$ 33.00
Customized Branding	NA		$ 5,000.00	$ 5,000.00
Toll and Assistance Service				
Service Setup Charge				
Two years or great term	NA		$ 2,500.00	$ 1,500.00
Less than two year term	NA		$ 3,000.00	$ 1,500.00
Toll and Assistance	$ 0.40		NA	NA
Customized Branding	NA		$ 9,500.00	$ 9,500.00
Reciprocal Compensation				
Tandom Served	$ 0.003824		NA	NA
End Office Served	$ 0.002019		NA	NA
Transiting	$ 0.035		NA	NA

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-IL** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-IL** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-IL** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-IL** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:	Total Access Lines:
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

Access Area:	Total Access Lines:
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-IL**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-IL** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the

calculation results in a fraction of a mile, **AM-IL** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-IL** network, without any changes to **AM-IL**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-IL** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-IL** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-IL** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Appendix, a credit will be generated for access calls billed by Illinois Bell Telephone Company.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog -Rural (Access Area C)		$ 11.40		See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)		$ 7.07		See NRC prices below	
	2-Wire Analog - Metro (Access Area A)		$ 2.59		See NRC prices below	
	Conditioning for dB Loss		N/A			
	4-Wire Analog - Rural (Access Area C)		$ 26.63		See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)		$ 16.82		See NRC prices below	
	4-Wire Analog - Metro Access Area C)		$ 4.08		See NRC prices below	
	2-Wire Digital - Rural (Access Area C)		$ 13.68		See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)		$ 8.88		See NRC prices below	
	2-Wire Digital - Metro (Access Area A)		$ 2.71		See NRC prices below	
	4-Wire Digital - Rural (Access Area C)		$ 61.56		See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)		$ 61.45		See NRC prices below	
	4-Wire Digital - Metro (Access Area A)		$ 73.46		See NRC prices below	
**	DS3 Loop - Rural (Access Area C)		$ 729.84		See NRC prices below	
**	DS3 Loop - Suburban (Access Area B)		$ 726.15		See NRC prices below	
**	DS3 Loop - Metro (Access Area A)		$ 638.68		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL - Rural (Access Area C)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Suburban (Access Area B)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Metro (Access Area A)		See 2-Wire Digital		See NRC prices below	
**	2-Wire xDSL Loop - Rural (Access Area C)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Suburban (Access Area B)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Metro (Access Area A)		TBD		TBD	TBD
	4-Wire xDSL Loop - Rural (Access Area C)		$ 26.63		See NRC prices below	
	4-Wire xDSL Loop - Suburban (Access Area B)		$ 16.82		See NRC prices below	
	4-Wire xDSL Loop - Metro (Access Area A)		$ 4.08		See NRC prices below	
Sub-Loops						
**	2-Wire Analog Distribution - Rural (Access Area C)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Suburban (Access Area B)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Metro (Access Area A)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Rural (Access Area C)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Metro (Access Area A)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Rural (Access Area C)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Metro (Access Area A)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Rural (Access Area C)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Suburban (Access Area B)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Metro (Access Area A)		ICB		ICB	ICB
	Loop Qualification Process		NA		TBD	NA
	DSL Conditioning Options					
**		Removal of Repeater Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
**		Removal Bridged Tap Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
**		Removal of Load Coil Option	TBD		$ 100.00	TBD
	Conditioning of loops over 17.5 kft Option		ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Bus Line Connection		NA		$ 25.08	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		NA		$ 13.17	N/A
	Res Line Connection		NA		$ 25.08	N/A

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
DS3 Loop Non-Recurring Charges						
**	Administrative		N/A		$ 197.53	N/A
**	Design & Central Office		N/A		$ 615.55	N/A
**	Customer Connection		N/A		$ 219.36	N/A
Sub Loop Cross Connects						
**	2-Wire		ICB		ICB	ICB
**	4-Wire		ICB		ICB	ICB
DSL Cross Connects						
**	DSL Shielded Loop to UNE POA Methods 1 - 3		TBD		TBD	TBD
**	2-Wire DSL Non-Shielded Cross Connect to POA Methods 1 - 3		TBD		TBD	TBD
**	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3		TBD		TBD	TBD
Loop Cross Connects						
**	DS3 C.O. Cross-Connect to Collocation		$ 22.40		$ -	$ -
Local Switching			**USAGE**			
	Per Originating MOU (statewide)		TBD		NA	NA
Customized Routing, per Line Class Code, per switch			NA		$ 232.00	
Port Charge Per Month						
	Analog Line Port		$ 5.01		$ 53.01	$ 53.01
	Ground Start Port		$ 5.78		$ 53.01	$ 53.01
	Analog DID Trunk Port		$ 10.63		$ 53.01	$ 53.01
	ISDN BRI Port		$ 28.42		$ 53.01	$ 53.01
	ISDN PRI Port		$ 155.90		$ 778.06	$ 778.06
	Digital Trunking Trunk Port		$ 102.08		$ 778.06	$ 778.06
	DS1 Trunk Port		$ 56.78		$ 778.06	$ 778.06
	Centrex Basic Line Port		$ 9.55		$ 53.01	$ 53.01
	Centrex ISDN BRI Port		$ 42.07		$ 53.01	$ 53.01
	Centrex EKL Line Port		$ 27.84		$ 53.01	$ 53.01
	Centrex Attendant Console Line Port		$ 86.89		$ 106.01	$ 106.01
Port Non-Recurring Charges						
	Service Order - Line Port, per occasion		NA		$ 16.37	$ 16.37
	Service Order - Trunk Port, per occasion		NA		$ 410.63	$ 410.63
	Service Order - Record Order, per occasion		NA		$ 14.60	$ 14.60
	Conversion from one port type to another, per each port changed		NA		$ 47.75	$ 47.75
Switch Port Cross Connects						
	Switch Port to Collocation		$ 0.14		NA	NA
	Analog Line Port to Collocation		$ 0.14		NA	NA
	Ground Start Port		$ 0.14		NA	NA
	Analog DID Trunk Port to Collocation		$ 0.43		NA	NA
	ISDN BRI Port to Collocation		$ 0.14		NA	NA
	ISDN PRI Port to Collocation		$ 0.43		NA	NA
	Digital Trunking Trunk Port		$ 0.43		NA	NA
	DS1 Trunk Port to Collocation		$ 0.43		NA	NA
	Centrex Basic Line Port		$ 0.14		NA	NA
	Centrex ISDN BRI Port		$ 0.14		NA	NA
	Centrex EKL Line Port		$ 0.14		NA	NA
	Centrex Attendant Console Line Port		$ 0.14		NA	NA
Tandem Switching						
	per minute of use (without Tandem Trunks)		$ 0.000569		NA	NA
Interim Shared Transport			**USAGE**			
	Per Originating Minute of Use (statewide)		$ 0.006497			
	Access Credit per ULS-IST port per month		$ 0.54			
Dedicated Transport						
	Entrance Facility:					
	DS1	Area A	$ 73.46		NA	NA
		Area B	$ 61.45		NA	NA

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Area C	$ 61.56		NA	NA
	DS3	Area A	$ 686.47		NA	NA
		Area B	$ 768.77		NA	NA
		Area C	$ 752.87		NA	NA
	OC3	All Areas	$ 311.34		NA	NA
	OC12	All Areas	$ 547.79		NA	NA
	OC48	All Areas	$ 2,418.86		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 17.35		NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 1.88		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 146.93		NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 29.81		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 342.69		NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 208.80		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 571.38		NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 376.16		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas	$ 1,269.31		NA	NA
		Interoffice Mileage - Per Mile - All Areas	$ 320.69		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 275.34		NA	NA
	DS3 to DS1		$ 404.30		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 542.03		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 105.15		NA	NA
		- Per DS1 Add or Drop	$ 32.48		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 637.78		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 146.47		NA	NA
		- Per DS3 Add or Drop	$ 31.77		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 724.77		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 317.08		NA	NA
		- Per OC3 Add or Drop	$ 146.91		NA	NA
		- Per DS3 Add or Drop	$ 49.90		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.43		NA	NA
	DS3		$ 0.76		NA	NA
	OC3		$ 76.83		NA	NA
	OC12		$ 405.01		NA	NA
	OC48		$ 981.34		NA	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 443.18	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 41.59		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 41.59		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 41.59		NA	NA
		- (2) Per Quarter Route Mile	$ 62.34		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 205.74		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 205.74		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 205.74		NA	NA
		- (2) Per Quarter Route Mile	$ 54.20		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 848.18		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 848.18		$ 2,819.25	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 848.18		NA	NA
		- (2) Per Quarter Route Mile	$ 96.65		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 406.61	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 632.71	NA
		Carrier Connection Charge - Per Order	NA		$ 585.51	NA
	DS3	Administration Charge - Per Order	NA		$ 308.22	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 671.16	NA
		Carrier Connection Charge - Per Order	NA		$ 377.25	NA
	OC3	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
	OC12	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
	OC48	Administration Charge - Per Order	NA		$ 123.65	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 564.71	NA
		Carrier Connection Charge - Per Order	NA		$ 875.11	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.016151	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000020	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.016151	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000132	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update)
800 Database			**USAGE**			
	Toll Free Database Query (Regional STP Access)		$ 0.001129	(per query)		
	Call Handling and Destination (Regional STP Access)		$ 0.000125	(per query)		
	Toll Free Database Query (Local STP Access)		$ 0.001237	(per query)		
	Call Handling and Destination (Local STP Access)		$ 0.000234	(per query)		

		AIT Generic Rates			
ILLINOIS		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 263.19			$ 714.11
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000133			
	Signal Transport/IAM msg	$ 0.000084			
	Signal Formulation/IAM msg	$ 0.000451			
	Signal Tandem Switching/IAM msg	$ 0.000299			
	Signal Switching/TCAP msg	$ 0.000108			
	Signal Transport/TCAP msg	$ 0.000057			
	Signal Formulation/TCAP msg	$ 0.000324			
	Point Code Addition	N/A			$ 24.75
	Global Title Translation Addition	N/A			$ 13.31
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -		TBD	TBD
Call Forwarding Variable		$ -		TBD	TBD
Call Forwarding Busy Line		$ -		TBD	TBD
Call Forwarding Don't Answer		$ -		TBD	TBD
Three-Way Calling		$ -		TBD	TBD
Speed Calling - 8		$ -		TBD	TBD
Speed Calling - 30		$ -		TBD	TBD
Auto Callback/Auto Redial		$ -		TBD	TBD
Distinctive Ring/Priority Call		$ -		TBD	TBD
Selective Call Rejection/Call Blocker		$ -		TBD	TBD
Auto Recall/Call Return		$ -		TBD	TBD
Selective Call Forwarding		$ -		TBD	TBD
Calling Number Delivery		$ -		TBD	TBD
Calling Name Delivery		$ -		TBD	TBD
Calling Number/Name Blocking		$ -		TBD	TBD
Anonymous Call Rejection (to date only available in Texas)		NA		NA	NA
Remote Access to Call Forwarding (RACF)		$ -		TBD	TBD
Analog Line Port Features:					
Personalized Ring (per arrangement per port)		$ -		TBD	TBD
Hunting Arrangement (per arrangement)		$ -		TBD	TBD
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		$ -			
Basic Electonic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

	AIT Generic Rates		
ILLINOIS	**AIT RECURRING**	**AIT NON-REC.**	
	Monthly	Initial	Additional
Call Appearance Call Handling (CACH) EKL			
CACH EKL includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
Basic individual features:			
Additional Call Offering			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Calling Number Delivery			
Hunt Group for CSD			
Hunt Group for CSV			
Message Waiting Indicator			
Secondary Only Telephone Number			
Three Way Conference Calling			
ISDN PRI Port Features			
Backup D Channel			
Calling Number Delivery			
Dynamic Channel Allocation			
DID #s - see Analog DID Trunk Port Features			
Analog Trunk Port Features (per feature per port)			
DID #s - per telephone number	$ 0.01	NA	
DS1 Digital Trunk Port Features (per feature per port)			
DID #s - see Analog DID Trunk Port Features			
Unbundled Centrex System Options			
System Initial Establishment per Serving Office - Analog Only	NA	$ 491.38	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	$ 491.38	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	$ 491.38	NA
System Subsequent Change per Serving Office - Analog only system	NA	NA	$ 66.04
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	NA	$ 66.04
System Subsequent Change per Serving Office - ISDN BRI only system	NA	NA	$ 66.04
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only syst	NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only syst	NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex			
System feature initialization per Centrex Common Block	$ -	$ 260.52	NA
System Features (per Centrex Common Block):	$ 304.33	NA	NA
Automatic Callback Calling/Business Group Callback			
Call Forwarding Variable/Business Group Call Forwarding Variable			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Call Waiting - Intragroup/Business Group Call Waiting			
Call Waiting - Originating			
Call Waiting - Terminating			
Class of Service Restriction - Fully Restricted			

	AIT Generic Rates			
ILLINOIS	**AIT RECURRING**		**AIT NON-REC.**	
	Monthly		Initial	Additional
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI				
Standard feature initialization per Centrex System	$ -		$ 260.52	NA
System features (per Centrex Common Block):	$ 304.33		NA	NA
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
Custom Access Treatment Code (TX only)				
Denied Origination (TX only)				
Denied Termination (TX only)				
Intercom Dialing (TX only)				
** **The Parties acknowledge and agree that the rates set forth**				
above are interim rates, subject to true-up as final cost studies become available.				
RESALE				
See the "Illinois Resale Pricing" schedule				
Line Connection Charge				
Residence			NA	
Business			NA	
Service Order/Service Request Charge				
Residence			$18.85	
Business			$14.12	
Non-Electronic (Manual) Service Order Charge				
Residence			$24.19	
Business			$17.17	

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.16		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Directory Assistance Listings (DAL)					
	Dialing Parity Listings License (DPLL)					
		Basic (for local and local toll DA service)				
		- Initial Load, per listing	NA		$ 0.024	NA
		- Updates, per listing	NA		$ 0.024	NA
		- Monthly Fulfillment Cost	$ 1,460.04		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,745.15	NA
		Expanded Use (for local, local toll, and national DA service)				
		- Initial Load, per listing	NA		$ 0.024	NA
		- Updates, per listing	NA		$ 0.0333	NA
		- Monthly Fulfillment Cost	$ 1,460.04		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,745.15	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per occurrence	$ 0.42		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
RECIPROCAL COMPENSATION						
	Tandem Switching					
		per minute of use	$ 0.001072		NA	NA
	Shared Transport					
		Termination per Minute of Use (Statewide)	$ 0.000201		NA	NA
		Facility per Minute, per Mile (Statewide)	$ 0.000013		NA	NA
	Local Switching					
		Per Originating or Terminating MOU (Statewide)	$ 0.003746		NA	NA
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004836		NA	
	Tandem Termination					
		per minute of use	$ 0.000189		NA	
	Tandem Facility					
		per minute of use	$ 0.000093		NA	

			AIT Generic Rates			
ILLINOIS			AIT RECURRING		AIT NON-REC.	
			Monthly		Initial	Additional
COLLOCATION						
	Applicable to Cageless Physical Collocation Only					
		Order Charge/Connect Order			$ 401.98	
		Order Charge/Disconnect Order			$ 10.22	
		COBO per Initial bay			$ 18,591.79	
		50%			$ 9,295.90	
		25%			$ 4,647.95	
		COBO ea addl bay			$ 4,180.28	
		50%			$ 2,090.14	
		25%			$ 1,045.07	
		CO Floor Space/bay	$ 32.60			
	Applicable to Caged Physical & Shared Cage Physical Collocation Only					
		Order Charge per Connect Order			$ 554.01	
		Order Charge/Disconnect order			$ 10.22	
		COBO per initial 50 sqft			$ 32,844.67	
		50%			$ 16,422.34	
		25%			$ 8,211.17	
		COBO ea addl 50 sqft			$ 12,021.33	
		50%			$ 6,010.67	
		25%			$ 3,005.33	
		Enclosure 1st 50 sqft			$ 2,957.51	
		enclosure ea addl 50 sqft			$ 1,353.70	
		CO floor space/50 sqft	$ 300.71			
	Applicable to All Physical Collocation Offerings:					
		Cable Pulling Ca Vault to Node -1st ft			$ 84.93	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.84	
		Power Delivery/Power lead			$ 1,802.03	
		Space Reservation			$ 801.93	
		Entrance Conduit/innerduct/ft	$ 0.06			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.57			
		Passive bay Term (bay&Panel)/DS3 term	$ 7.29			
		200 Conductor Block (outside node)	$ 64.25			
		Digital Timing Source/synch signal provided	$ 12.81			
		DS1 repeater	$ 5.95			
		DS3 repeater	$ 34.51			
		Security Photo ID card/card			$ 10.09	
	Applicable to All Physical & Virtual Collocation Offerings					
		Cable Vault Splicing - per initial			$ 209.75	
		Cable Vault Splicing - per subsequent			$ 15.55	
		Splice Testing - per Initial			$ 48.13	
		Splice Testing - per subsequent			$ 2.83	
		Cable Pulling MH to Cable Vault-1st ft			$ 227.60	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 1.14	
		Diverse Riser/flr traversed			$ 501.99	
		Power Consumption/Fuse Amp	N/A			
		Power Msmt Billing/Customer Arrgt	$ 11.49			
		Power Consumption/KWH	$ 0.28			
		Power Msmt/Customer Arrgt			$ 2,911.85	
		Power Msmt Engrg Charge/Existing Arrgt			$ 272.47	
		200 Conductor Electrical Cross Connect Block	$ 64.25			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 15.21			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 48.56			
		Optical Cross-Conn panel/OCX Panel segment	$ 5.84			
		Riser space/ft	$ 1.15			
	Applicable to Virtual Collocation Only					
		Service Order			$ 115.26	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 84.93	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.84	
		Proj Mgmt Fee - initial 7' bay			$ 3,207.73	
		Proj Mgmt Fee - ea subs 7' bay			$ 1,603.87	
		Proj Mgmt Fee - initial shelf			$ 2,405.80	

			AIT Generic Rates			
ILLINOIS			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Proj Mgmt Fee - ea addl shelf			$ 1,443.48	
		Proj Mgmt Fee - per rearrangement			$ 1,924.64	
		Power Delivery/7' Bay			$ 1,802.03	
		Thru Connect per DSX1 to DSX1	$ 0.24		$ 7.13	
		Thru Connect per OCX to OCX	$ 1.72		$ 7.13	
		7' bay (Co. provided/installed)/bay	$ 26.28		$ 452.34	
		7' bay (cust provided/installed)/bay	$ 22.34			
		Riser Space/fiber termination	$ 1.51			
		Digital Timing Source/timing ckt	$ 2.57			
		Entrance Facility/ft	$ 0.06			
	Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
		Cable Racking/ft	$ 0.70			
		Project Mgmt Fee			$ 1,028.66	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

IL **ACCESS (Recurring)**

Item	Discount
RES	
Access Lines MSA1-Area A	19.6%
Access Line MSA1-Area B	12.7%
Access Line MSA1-Area C	9.9%
Access Line Other MSAs-Area C	9.9%
Flat SL Rate Group 1	38.4%
Flat SL Rate Group 2	38.5%
Flat SL Rate Group 3	38.6%
Flat SL Rate Group 4	38.7%
Flat SL Rate Group 5	38.8%
Flat SL Rate Group 6	38.8%
Flat SL Rate Group 7	38.9%
Flat SL Rate Group 8	39.0%
Flat SL Rate Group 9	39.0%
Flat SL Rate Group 10	39.0%
Flat SL Rate Group 11	39.1%
Flat Group 1 Family Plan	39.4%
Flat Group 2 Family Plan	39.5%
Flat Group 3 Family Plan	39.7%
Flat Group 4 Family Plan	39.7%
Flat Group 5 Family Plan	39.8%
Flat Group 6 Family Plan	41.7%
Flat Group 7 Family Plan	40.1%
Flat Group 8 Family Plan	40.3%
Flat Group 9 Family Plan	40.4%
Flat Group 10 Family Plan	40.5%
Flat Group 11 Family Plan	40.7%
Res Direct Line (S. Beloit)	5.2%
BUS	
Business Direct Line, Single Line Sub - Area A	20.8%
Business Direct Line, Single Line Sub - Area B	13.8%
Business Direct Line, Single Line Sub - Area C	10.9%
Business Direct Line, Multiline Sub - Area A	20.8%
Business Direct Line, Multiline Sub - Area B	14.1%
Business Direct Line, Multiline Sub - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF NA - Area A	20.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area A	0.0%
PBX Trunk, Single/Multiline Sub STF NA - Area B	14.1%
PBX Trunk, Single/Multiline Sub STF Applicable - Area B	5.3%
PBX Trunk, Single/Multiline Sub STF NA - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area C	5.6%
FlexLine Access Area A	20.4%
ServiceTransport Facility, per pair Area A	29.7%
ServiceTransport Facility, per pair Area B	22.8%
ServiceTransport Facility, per pair Area C	20.0%
Flat Rate Group 1	29.1%
Flat Rate Group 2	29.2%

Flat Rate Group 3	29.5%
Flat Rate Group 4	29.6%
Flat Rate Group 5	29.8%
Flat Rate Group 6	30.0%
Flat Rate Group 7	30.2%
Flat Rate Group 8	30.3%
Flat Rate Group 9	26.8%
Flat Rate Group 10	27.0%
Flat Rate Group 11	24.5%
PBX, Flat Rate Group 1	31.1%
PBX, Flat Rate Group 2	31.5%
PBX, Flat Rate Group 3	31.8%
PBX, Flat Rate Group 4	32.0%
PBX, Flat Rate Group 5	32.3%
PBX, Flat Rate Group 6	32.6%
PBX, Flat Rate Group 7	32.9%
PBX, Flat Rate Group 8	33.1%
PBX, Flat Rate Group 9	33.4%
PBX, Flat Rate Group 10	33.7%
PBX, Flat Rate Group 11	33.9%
Bus Direct Line (S. Beloit)	5.7%
FlexLine Access Area A	20.4%
FlexLine Access Area B	20.0%
FlexLine Access Area C	19.2%
STF Pair Complements Area A 100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 100 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 100 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 100 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 100 Pair 1/4-1/2 3yr	15.0%
STF Pair Complements Area A 100 Pair 1/4-1/2 5yr	14.9%
STF Pair Complements Area A 100 Pair 1/4-1/2 7yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 200 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 200 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 5yr	14.5%
STF Pair Complements Area A 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 200 Pair 1/2-3/4 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 5yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 200 Pair 3/4-1 3yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 5yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 7yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 300 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 7yr	14.6%

STF Pair Complements Area A 300 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 7yr	14.4%
STF Pair Complements Area A 300 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 300 Pair 3/4-1 3yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 5yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 7yr	14.4%
STF Pair Complements Area A 300 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1-1 1/4 3yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 5yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 400 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 400 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 400 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 5yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 7yr	14.3%
STF Pair Complements Area A 400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1-1 1/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 600 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 600 Pair 0-1/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1/4-1/2 7yr	14.3%

STF Pair Complements Area A 600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 600 Pair 3/4-1 5yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 7yr	14.2%
STF Pair Complements Area A 600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 900 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 900 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 900 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 900 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 7yr	14.2%

STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 900 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1200 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1200 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1200 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 3yr	20.2%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 INC	84.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Complements Area A 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1500 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1500 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1500 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Complements Area A 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1800 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1800 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1800 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1800 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 7yr	14.1%

STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2100 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2100 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2100 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2100 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2100 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 7yr	14.0%

STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2400 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2400 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2400 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2400 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 7yr	14.1%

STF Pair Complements Area A 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2700 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 7yr	14.1%

STF Pair Complements Area A 2700 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2700 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2700 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2700 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2700 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3000 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 7yr	14.4%

STF Pair Complements Area A 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3000 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3000 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 7yr	14.4%

STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3600 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Complements Area A 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3600 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3600 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 7yr	14.3%

STF Pair Complements Area A 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 0-1/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 100 Pair 0-1/4 7yr	14.7%
STF Pair Compliments Area B 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/4-1/2 3yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 5yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 7yr	14.8%
STF Pair Compliments Area B 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/2-3/4 3yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 5yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 7yr	15.0%
STF Pair Compliments Area B 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 100 Pair 3/4-1 3yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 5yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 7yr	15.1%
STF Pair Compliments Area B 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area B 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area B 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 200 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 5yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 7yr	14.5%
STF Pair Compliments Area B 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1-1 1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 7yr	14.8%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 7yr	14.9%

STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 7yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 300 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 300 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 300 Pair 1/2-3/4 5yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 7yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 300 Pair 3/4-1 3yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 5yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1-1 1/4 3yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 5yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 2-2 1/4 3yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 5yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 3yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 5yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 7yr	14.8%
STF Pair Compliments Area B 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 400 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 400 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1/4-1/2 7yr	14.3%

STF Pair Compliments Area B 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area B 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 3/4-2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 5yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area B 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2-2 1/4 3yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 5yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 3yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 5yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 7yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 3yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 5yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 7yr	14.8%
STF Pair Compliments Area B 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 3/4-3 3yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 5yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 7yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1/2-3/4 7yr	14.2%

STF Pair Compliments Area B 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 600 Pair 3/4-1 7yr	14.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area B 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 3yr	15.0%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 3yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 5yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area B 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 900 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 900 Pair 0-1/4 7yr	14.4%

STF Pair Compliments Area B 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 900 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 900 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 900 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Compliments Area B 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 3/4-3 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 5yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 7yr	14.5%
STF Pair Compliments Area B 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3-3 1/4 3yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 5yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 3yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 5yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 7yr	14.7%

STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 3yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 7yr	14.8%
STF Pair Compliments Area B 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 3/4-4 3yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area B 900 Pair 4-4 1/4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 7yr	14.9%
STF Pair Compliments Area B 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1200 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 7yr	14.2%

STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area B 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 7yr	14.0%

STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 7yr	14.2%

STF Pair Compliments Area B 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 7yr	14.5%

STF Pair Compliments Area B 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 7yr	14.2%

STF Pair Compliments Area B 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 7yr	14.0%

STF Pair Compliments Area B 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 7yr	14.1%

STF Pair Compliments Area B 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 7yr	14.6%

STF Pair Compliments Area B 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 7yr	14.3%

STF Pair Compliments Area B 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area B 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 7yr	14.0%

STF Pair Compliments Area B 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area C 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 100 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area C 100 Pair 3/4-1 5yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 7yr	14.5%

STF Pair Compliments Area C 100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1-1 1/4 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1-1 1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 1-1 1/4 7yr	14.7%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 5yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 7yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 3yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 5yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 200 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1-1 1/4 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1-1 1/4 7yr	14.3%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2-2 1/4 3yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 5yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 3yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 5yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 7yr	14.8%

STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 3yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 5yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 3yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 5yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 7yr	15.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 3yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 5yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 7yr	15.2%
STF Pair Compliments Area C 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 300 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 300 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 300 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 300 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area C 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 3yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 5yr	14.4%
STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area C 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1 3/4-2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 5yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2-2 1/4 3yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 5yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 3yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 5yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 7yr	14.6%

STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 3yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 5yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 7yr	14.7%
STF Pair Compliments Area C 300 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 3/4-3 3yr	14.9%
STF Pair Compliments Area C 300 Pair 2 3/4-3 5yr	14.8%
STF Pair Compliments Area C 300 Pair 2 3/4-3 7yr	14.8%
STF Pair Compliments Area C 300 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3-3 1/4 3yr	15.0%
STF Pair Compliments Area C 300 Pair 3-3 1/4 5yr	14.9%
STF Pair Compliments Area C 300 Pair 3-3 1/4 7yr	14.9%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 3yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 5yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 7yr	15.0%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 3yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 5yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 7yr	15.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 7yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 4-4 1/4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 7yr	15.3%
STF Pair Compliments Area C 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 400 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 7yr	14.2%

STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 5yr	14.3%
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STF Pair Compliments Area C 400 Pair 1 3/4-2 3yr	14.4%
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STF Pair Compliments Area C 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area C 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area C 400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 3yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 3yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 5yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area C 400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 3yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 5yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 7yr	15.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 3yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 5yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 7yr	15.1%
STF Pair Compliments Area C 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 600 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1/4-1/2 7yr	14.2%

STF Pair Compliments Area C 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 600 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area C 600 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Compliments Area C 600 Pair 1 3/4-2 INC	84.1%
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STF Pair Compliments Area C 600 Pair 1 3/4-2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area C 600 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 5yr	14.4%
STF Pair Compliments Area C 600 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 5yr	14.5%
STF Pair Compliments Area C 600 Pair 2 1/2-2 3/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 600 Pair 2 3/4-3 3yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 5yr	14.6%
STF Pair Compliments Area C 600 Pair 2 3/4-3 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3-3 1/4 3yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 5yr	14.7%
STF Pair Compliments Area C 600 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 3yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 7yr	14.7%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 3yr	14.9%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 7yr	14.8%

STF Pair Compliments Area C 600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 3/4-4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area C 600 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area C 600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 5yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 7yr	15.0%
STF Pair Compliments Area C 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 900 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 900 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 900 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 900 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 7yr	14.3%

STF Pair Compliments Area C 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area C 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area C 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area C 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 7yr	14.1%

STF Pair Compliments Area C 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 INC	84.1%
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STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 5yr	14.6%
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STF Pair Compliments Area C 1200 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 7yr	14.0%

STF Pair Compliments Area C 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 7yr	14.5%

STF Pair Compliments Area C 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 7yr	14.3%

STF Pair Compliments Area C 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 7yr	14.1%

STF Pair Compliments Area C 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 3/4-1 7yr	13.9%

STF Pair Compliments Area C 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 7yr	14.6%

STF Pair Compliments Area C 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 7yr	14.3%

STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 7yr	14.1%

STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 7yr	13.9%

STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 7yr	14.5%
STF Contract Change/Compliment Conv, per occ	59.7%
Ground Start Centrex Trunk per STF, Area B	6.0%
Ground Start Centrex Trunk per STF, Area C	14.8%

IL **NON-RECURRING LINE CHARGES**

Item	Discount

Services are located in the non-competitive section.

IL **USAGE LOCAL**

Item	Discount

RES

Total Accumulated Usage Discount for Residence Band C	
Band C, Peak, Init Min	9.3%
Band C, Shoulder, Init Min	20.5%
Band C, Off Peak, Init Min	25.3%
Band C, Peak, Addl Min	10.5%
Band C, Shoulder, Addl Min	25.5%
Band C, Off Peak, Addl Min	45.5%
Residence Local Call Plan Economy Plan 100	13.9%
Residence Economy Plan 100 Addl per call	10.0%
Residence Local Call Plan Standard Plan 250	13.2%
Residence Standard Plan 250 Addl per call	11.1%
Residence Local Call Plan Advantage Plan 400	13.1%
Residence Advantage Plan 400 Addl per call	12.5%
Residence Call Pack 800	22.2%
Residence Call Pack 800 Addl per call	25.0%
Res 5 & 5 Call Plan Band A, Untimed Msg	11.4%
Res 5 & 5 Call Plan Band B, Init Min	12.8%
Res 5 & 5 Call Plan Band B, Addl Min	19.0%
Res 5 & 5 Call Plan Band C, Init Min	11.6%
Res 5 & 5 Call Plan Band C, Addl Min	16.0%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Mo	83.2%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Per Minute	21.8%

BUS

MSA 1 Band C, (1-11 Lines) Peak, Init Min	13.4%
MSA 1 Band C, (12+ Lines) Peak, Addl Min	15.6%
MSA1 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Sub Min	10.6%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Sub Min	11.2%
Band A, (12+ Lines) Peak, Addl Min	10.6%
Band B, (12+ Lines) Peak, Init Min	10.3%
Band C, (12+ Lines) Peak, Init Min	11.9%
Band B, (12+ Lines) Peak, Addl Min	9.3%
Band C, (12+ Lines) Peak, Addl Min	14.0%
StraightRate, per min Mo-Mo	15.5%
StraightRate MAUC 4,000 min, per min 12Mo	14.1%
StraightRate MAUC 4,000 min, per min 24Mo	14.1%
StraightRate MAUC 4,000 min, per min 36Mo	13.5%
StraightRate MAUC 50,000 min, per min 12Mo	13.9%
StraightRate MAUC 50,000 min, per min 24Mo	13.3%
StraightRate MAUC 50,000 min, per min 36Mo	13.0%
StraightRate MAUC 100,000 min, per min 12Mo	13.7%

StraightRate MAUC 100,000 min, per min 24Mo	13.4%
StraightRate MAUC 100,000 min, per min 36Mo	13.1%
StraightRate MAUC 300,000 min, per min 12Mo	13.5%
StraightRate MAUC 300,000 min, per min 24Mo	13.2%
StraightRate MAUC 300,000 min, per min 36Mo	12.9%
StraightRate MAUC 700,000 min, per min 12Mo	13.4%
StraightRate MAUC 700,000 min, per min 24Mo	13.1%
StraightRate MAUC 700,000 min, per min 36Mo	12.7%
StraightRate MAUC 1,300,000 min, per min 12Mo	13.2%
StraightRate MAUC 1,300,000 min, per min 24Mo	12.9%
StraightRate MAUC 1,300,000 min, per min 36Mo	12.4%
StraightRate, True-Up rate per min Mo-Mo	36.5%
StraightRate, True-Up rate MAUC 4,000 per min 12Mo	21.0%
StraightRate, True-Up rate MAUC 4,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 4,000 per min 36Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 36Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 100,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 300,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 300,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 300,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 700,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 36Mo	19.4%
StraightRate, True-Up rate MAUC 1,300,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 1,300,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 1,300,000 per min 36Mo	19.4%
Business Local CallPak 50	23.2%
Business Local CallPak 50 Addl per call exceeding	18.8%
Business Local CallPak 100	17.9%
Business Local CallPak 100 Addl per call exceeding	20.0%
Business Local CallPak 150	17.5%
Business Local CallPak 150 Addl per call exceeding	20.0%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	14.6%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	14.5%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	14.4%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	14.2%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	14.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	13.9%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	13.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	13.7%

ValueLink-IL Opt F 24,000 MAUC, 24 mo	14.4%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	14.2%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	14.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	13.9%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	13.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	13.7%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	13.5%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	13.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	14.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	13.9%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	13.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	13.7%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	13.5%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	13.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	13.3%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	13.1%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	11.3%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	10.9%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	11.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	10.6%
ValueLink-IL Opt F 24,000 MAUC, 24 mo	11.1%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	10.9%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	10.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	11.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	10.2%
ValueLink-IL Opt F Preferred 12,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F Preferred 12,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F Preferred 12,000 MAUC, 36 mo	10.8%
ValueLink Extra - Select MARC $589 to $2,524 Ann Vol Disc	15.7%
ValueLink Extra - Select MARC $5,051 to $10,101 - Band C pe	

ValueLink Extra - Select MARC $589 to $2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC $589 to $2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $2,525 to $5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $5,051 to $10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 1 Ye	20.5%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 2 Ye	20.5%
ValueLink Extra - Select MARC $10,102+ IntraLATA Toll 3 Ye	20.5%
Ameritech CompleteLink	
MARC Option 1 $576 - $987 -- Max Ann MARC Discount	17.7%
MARC Option 1 $988 - $2,468 -- Max Ann MARC Discoun	17.7%
MARC Option 1 $2,469 - $5,761 -- Max Ann MARC Discou	17.7%
MARC Option 1 $5,762 - $9,877 -- Max Ann MARC Discou	17.7%
MARC Option 1 $9,878 - $14,815 -- Max Ann MARC Disco	17.7%
MARC Option 1 $14,816 - $19,131 -- Max Ann MARC Disc	17.7%
MARC Option 2 $19,132 - $26,784 -- Max Ann MARC Disc	23.5%
MARC Option 2 $26,785 - $38,263 -- Max Ann MARC Disc	23.5%
MARC Option 2 $38,264 - $57,395 -- Max Ann MARC Disc	23.5%
MARC Option 2 $57,396 - $76,528 -- Max Ann MARC Disc	23.5%
MARC Option 2 $76,529 - $95,660 -- Max Ann MARC Disc	23.5%
MARC Option 2 $95,661 - $114,792 -- Max Ann MARC Dis	23.5%
MARC Option 2 $114,793 - $153,056 -- Max Ann MARC D	23.5%
MARC Option 2 $153,057+ -- Max Ann MARC Discount	23.5%
Band C Base Rates MATUBCC $53 - $90 -- Base Mo	18.9%
Band C Base Rates MATUBCC $91 - $228 -- Base Mo	18.9%
Band C Base Rates MATUBCC $229 - $533 -- Base Mo	18.9%
Band C Base Rates MATUBCC $534 - $914 -- Base Mo	18.8%
Band C Base Rates MATUBCC $915 - $1,371 -- Base Mo	18.6%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base M	18.6%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base M	18.6%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base M	18.5%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base M	18.3%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base M	18.3%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base M	18.2%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base M	18.2%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	18.1%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	18.1%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	18.0%
Band C Base Rates MATUBCC $38,123+ -- Base Mo	18.0%
Band C Base Rates MATUBCC $53 - $90 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC $91 - $228 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 1	

Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 1	17.2%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 1	17.2%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	17.2%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	17.2%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	17.0%
Band C Base Rates MATUBCC $38,123+ -- Base 1 Yr	17.0%
Band C Base Rates MATUBCC $53 - $90 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $91 - $228 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $229 - $533 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC $534 - $914 -- Base 3 Yr	16.9%
Band C Base Rates MATUBCC $915 - $1,371 -- Base 3 Yr	16.7%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base 3	16.7%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base 3	16.7%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base 3	16.6%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base 3	16.6%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 3	16.3%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 3	16.3%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 1	16.3%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	16.2%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	16.2%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	16.2%
Band C Base Rates MATUBCC $38,123+ -- Base 3 Yr	15.9%
Band C Base Rates MATUBCC $53 - $90 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC $91 - $228 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC $229 - $533 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC $534 - $914 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC $915 - $1,371 -- Base 5 Yr	15.8%
Band C Base Rates MATUBCC $1,372 - $1,905 -- Base 5	15.8%
Band C Base Rates MATUBCC $1,906 - $2,668 -- Base 5	15.2%
Band C Base Rates MATUBCC $2,669 - $3,811 -- Base 5	15.6%
Band C Base Rates MATUBCC $3,812 - $5,717 -- Base 5	15.6%
Band C Base Rates MATUBCC $5,718 - $7,624 -- Base 5	15.5%
Band C Base Rates MATUBCC $7,625 - $9,530 -- Base 5	15.4%
Band C Base Rates MATUBCC $9,531 - $11,436 -- Base 5	15.4%
Band C Base Rates MATUBCC $11,437 - $15,248 -- Base	15.3%
Band C Base Rates MATUBCC $15,249 - $22,873 -- Base	15.3%
Band C Base Rates MATUBCC $22,874- $38,122 -- Base	15.0%
Band C Base Rates MATUBCC $38,123+ -- Base 5 Yr	14.9%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base Mo	18.4%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base Mo	18.2%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base M	18.0%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	18.0%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	

IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	16.9%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base Mo	16.8%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 1 Y	17.9%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 1 Y	17.8%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 1	17.6%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	17.6%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	17.5%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	17.3%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	17.0%
IntraLATA Toll/800-888 MATUBCC $7,625 - $9,530 -- Base	16.8%
IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	16.8%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	16.6%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	16.6%
IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	16.4%
IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base 1 Yr	16.3%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 3 Y	17.6%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 3 Y	17.4%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 3	17.2%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	17.0%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	16.9%
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IntraLATA Toll/800-888 MATUBCC $9,531 - $11,436 -- Bas	16.4%
IntraLATA Toll/800-888 MATUBCC $11,437 - $15,248 -- Ba	16.2%
IntraLATA Toll/800-888 MATUBCC $15,249 - $22,873 -- Ba	16.2%
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IntraLATA Toll/800-888 MATUBCC $38,123+ -- Base 3 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC $53 - $90 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC $91 - $228 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC $229 - $533 -- Base 5 Y	17.2%
IntraLATA Toll/800-888 MATUBCC $534 - $914 -- Base 5 Y	17.0%
IntraLATA Toll/800-888 MATUBCC $915 - $1,371 -- Base 5	16.8%
IntraLATA Toll/800-888 MATUBCC $1,372 - $1,905 -- Base	16.8%
IntraLATA Toll/800-888 MATUBCC $1,906 - $2,668 -- Base	16.6%
IntraLATA Toll/800-888 MATUBCC $2,669 - $3,811 -- Base	16.4%
IntraLATA Toll/800-888 MATUBCC $3,812 - $5,717 -- Base	16.3%
IntraLATA Toll/800-888 MATUBCC $5,718 - $7,624 -- Base	16.1%
IntraLATA Toll/800-888 MATUBCC $22,874- $38,122 -- Ba	

RES

Toll Restriction	9.6%
Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%
Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
Anytime Rate Calling Plan	17.4%

BUS

Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%

Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
IntraMSA 800 Dedicated Access Line	28.2%
Nondedicated 800 Routing feature	44.8%
IntraMSA 800 Usage 0.1-25 Hrs, Each Hr	30.5%
IntraMSA 800 Usage 25.1-50 Hrs, Each Hr	30.1%
IntraMSA 800 Usage 50.1-100 Hrs, Each Hr	29.7%
IntraMSA 800 Usage Over 100 Hrs, Each Hr	29.5%
Nondedicated 800 Usage, Addl Hr	32.6%
IntraMSA 800 Svc Order Est/Add/Change	42.0%
IntraMSA 800 Line Conn Est/Add/Change	11.6%
IntraMSA 800 Record Work Only	11.0%
Optional Feature Activation Change, per 800 num	24.1%
800 Svc Reserved Tel Number NRC	24.2%
800 Svc Chg InterMSA Carrier NRC	24.3%
Nondedicated 800 Calling Plan 1 - 12 mths	60.6%
Nondedicated 800 Calling Plan 1 - 36 mths	54.4%
Nondedicated 800 Plan 1 - 12 mths, 0-20 hrs	33.9%
Nondedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	34.3%
Nondedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	30.1%
Nondedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	31.9%
Nondedicated 800 Plan 1 - 12 mths, 250.1+ hrs	27.0%
Nondedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.1%
Nondedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	35.0%
Nondedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Nondedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	32.5%
Nondedicated 800 Plan 1 - 36 mths, 250.1+ hrs	32.8%
Dedicated 800 Calling Plan 1 - 12 mths	60.6%
Dedicated 800 Calling Plan 1 - 36 mths	54.4%
Dedicated 800 Plan 1 - 12 mths, 0-20 hrs	32.3%
Dedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	32.7%
Dedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	25.2%
Dedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	25.1%
Dedicated 800 Plan 1 - 12 mths, 250.1+ hrs	24.0%
Dedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.9%
Dedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	37.6%
Dedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Dedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	29.8%
Dedicated 800 Plan 1 - 36 mths, 250.1+ hrs	31.1%
Nondedicated 800 Calling Plan 2 - 36 mths	54.6%

Nondedicated 800 Plan 2 - 36 mths, 0-20 hrs	34.2%
Nondedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	33.6%
Nondedicated 800 Plan 2 - 36 mths, 250.1+ hrs	33.4%
Dedicated 800 Calling Plan 2 - 36 mths	54.6%
Dedicated 800 Plan 2 - 36 mths, 0-20 hrs	32.5%
Dedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	32.2%
Dedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	31.8%
Dedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	31.5%
Dedicated 800 Plan 2 - 36 mths, 250.1+ hrs	31.4%
800 Illinois State DA Listing	24.2%
800 National DA Listing	24.5%
EVL Plus-Op1-MMUC-M/M	22.6%
EVL Plus-Op1-M/M-P	21.7%
EVL Plus-Op1-M/M-O/P	21.4%
EVL Plus-Op2-MMUC-M/M	22.6%
EVL Plus-Op2-M/M-P	21.6%
EVL Plus-Op2-M/M-O/P	21.3%
EVL Plus-Op3-MMUC-M/M	22.6%
EVL Plus-Op3-M/MP	21.4%
EVL Plus-Op3-M/M-O/P	21.1%
EVL Plus-OP-4-MMUC-M/M	22.6%
EVL Plus-Op4-M/M-P	21.2%
EVL Plus-Op4-M/M-O/P	21.0%
EVL Plus-OP-5-MMUC-M/M	22.6%
EVL Plus-Op5-M/M-P	21.0%
EVL Plus-Op5-M/M-O/P	20.8%
EVL Plus-OP-6-MMUC-M/M	22.6%
EVL Plus-Op6-M/M-P	20.8%
EVL Plus-Op6-M/M-O/P	20.8%
EVL Plus-OP-7-MMUC-M/M	22.6%
EVL Plus-Op7-M/M-P	20.6%
EVL Plus-Op7-M/M-O/P	20.5%
Enh V/L Plus-12 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 1-Peak	21.4%
Enh V/L Plus-12 Mo-Option 1-Off-Peak	21.1%
Enh V/L Plus-12 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 2-Peak	21.2%
Enh V/L Plus-12 Mo-Option 2-Off-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 3-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-Off-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 4-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-Off-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 5-MAUC	22.6%

Enh V/L Plus-12 Mo-Option 5-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-Off-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 6-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-Off-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 1-Peak	21.2%
Enh V/L Plus-24 Mo-Option 1-Off-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 2-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-Off-Peak	20.9%
Enh V/L Plus-24 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 3-Peak	20.8%
Enh V/L Plus-24 Mo-Option 3-Off-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 4-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-Off-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 5-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-Off-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 6-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 7-Peak	20.0%
Enh V/L Plus-24 Mo-Option 7-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 1-Peak	21.0%
Enh V/L Plus-36 Mo-Option 1-Off-Peak	20.8%
Enh V/L Plus-36 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 2-Peak	20.6%
Enh V/L Plus-36 Mo-Option 2-Off-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 3-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-Off-Peak	20.2%
Enh V/L Plus-36 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 4-MAUC	22.6%

Enh V/L Plus-36 Mo-Option 4-Peak	20.3%
Enh V/L Plus-36 Mo-Option 4-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 5-Peak	20.2%
Enh V/L Plus-36 Mo-Option 5-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 6-Peak	20.0%
Enh V/L Plus-36 Mo-Option 6-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 7-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-Off-Peak	19.7%
EVL Plus Inbound NRC	9.6%
ValueLink Extra IL - MARC $21,481 to $257,771, Max Ann MA	14.1%
ValueLink Extra IL - MARC $257,772 to $429,620, Max Ann M	14.1%
ValueLink Extra IL - MARC $429,621+, Max Ann MARC Disc.	14.1%
ValueLink Extra IL - MARC $21,481 to $42,961, Band C per mi	19.8%
ValueLink Extra IL - MARC $42,962 to $64,442, Band C per mi	19.7%
ValueLink Extra IL - MARC $64,443 to $85,923, Band C per mi	19.7%
ValueLink Extra IL - MARC $85,924 to $128,885, Band C per n	19.5%
ValueLink Extra IL - MARC $128,886 to $171,847, Band C per	19.4%
ValueLink Extra IL - MARC $171,848 to $257,771, Band C per	19.2%
ValueLink Extra IL - MARC $257,772 to $429,620, Band C per	19.2%
ValueLink Extra IL - MARC $429,621+, Band C per minute	19.0%
ValueLink Extra IL - MAUC $7,500, annual bonus	14.1%
ValueLink Extra IL - MAUC $15,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $22,500, annual bonus	14.1%
ValueLink Extra IL - MAUC $30,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $45,000, annual bonus	14.1%
ValueLink Extra IL - MAUC $60,000, annual bonus	14.1%
ValueLink Extra IL - IntraLATA toll/800/888, per min	24.1%
Flat Rate Band C Promotion	11.3%
Winback Term Plan - 12 Month Term Rate Per Minute	13.0%
Winback Term Plan - 18 Month Term Rate Per Minute	12.9%

IL **CO SERVICES**

Item	Discount

RES

Speed Call 8	44.8%
Speed Call 30	64.3%
Multi-feature Discount (2+) Incremental credit	66.0%
CallerID Discount Credit	70.0%
Call Control	23.5%

BUS

Speed Call 8	68.2%
Speed Call 30	58.2%
Multi-feature Discount (3) Credit	69.6%
Multi-feature Discount (4) Credit	65.0%
Multi-feature Discount (5) Credit	65.1%

Multi-feature Discount (6) Credit	65.0%
Multi-feature Discount (7) Credit	65.1%
Multi-feature Discount (8) Credit	65.0%
Multi-feature Discount (9) Credit	65.1%
Multi-feature Discount (10) Credit	65.0%
NRS Same CO switch, per retained number NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs	9.9%
NRS Same CO sw, conflict, unlimited CPs NRC	9.9%
NRS Same CO sw, conflict, unlimited CPs	9.9%
NRS Diff CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Diff CO sw, conflict, 1-12 CPs	9.9%
NRS Diff CO sw, conflict, unlimited CPs NRC	9.9%
NRS Diff CO sw, conflict, unlimited CPs	9.9%
NRS Change number to which calls are fwd NRC	9.9%

IL **MISC. BUSINESS SERVICES**

BUS

Item	Discount
Trunk Term in CO per Trunk INC	7.9%
Trunk Term in CO per Trunk	7.6%
Subsequent Add/Del/Rear INC	5.8%
Each group of 10 Assgn DID Numbers	75.0%
Each group of 10 Reserved DID Numbers	75.0%

IL **OPERATOR SERVICES**

RES

Item	Discount
Sent Paid/Op Asst Local Band A, Peak, Init Msg	26.9%
Sent Paid/Op Asst Local Band B, Peak, Init Min	23.9%
Sent Paid/Op Asst Local Band C, Peak, Init Min	22.0%
Sent Paid/Op Asst Local Band B, Peak, Addl Min	24.7%
Sent Paid/Op Asst Local Band C, Peak, Addl Min	24.8%
Op Asst Other Local Band A, Peak, Init Min	23.6%
Op Asst Other Local Band B, Peak, Init Min	23.8%
Op Asst Other Local Band C, Peak, Init Min	22.0%
Op Asst Other Local Band A, Peak, Addl Min	22.3%
Op Asst Other Local Band B, Peak, Addl Min	22.8%
Op Asst Other Local Band C, Peak, Addl Min	23.3%
Op Asst Long Distance 0-10, Init Min - Day	19.1%
Op Asst Long Distance 0-10, Addl Min - Day	10.2%
Op Asst Long Distance 10.1-16, Init Min - Day	19.1%
Op Asst Long Distance 10.1-16, Addl Min - Day	10.5%
Op Asst Long Distance 16.1-22, Init Min - Day	19.5%
Op Asst Long Distance 16.1-22, Addl Min - Day	11.4%
Op Asst Long Distance 22.1-40, Init Min - Day	19.5%
Op Asst Long Distance 22.1-40, Addl Min - Day	11.4%
Op Asst Long Distance 40.1+, Init Min - Day	19.4%
Op Asst Long Distance 40.1+, Addl Min - Day	13.3%
Op Asst Long Distance 0-10, Init Min - Evening	20.7%
Op Asst Long Distance 0-10, Addl Min - Evening	10.0%
Op Asst Long Distance 10.1-16, Init Min - Evening	21.6%

Op Asst Long Distance 10.1-16, Addl Min - Evening	10.5%
Op Asst Long Distance 16.1-22, Init Min - Evening	22.7%
Op Asst Long Distance 16.1-22, Addl Min - Evening	11.4%
Op Asst Long Distance 22.1-40, Init Min - Evening	22.7%
Op Asst Long Distance 22.1-40, Addl Min - Evening	11.4%
Op Asst Long Distance 40.1+, Init Min - Evening	23.4%
Op Asst Long Distance 40.1+, Addl Min - Evening	13.3%
Op Asst Long Distance 0-10, Init Min - Night	20.5%
Op Asst Long Distance 0-10, Addl Min - Night	10.0%
Op Asst Long Distance 10.1-16, Init Min - Night	21.1%
Op Asst Long Distance 10.1-16, Addl Min - Night	10.1%
Op Asst Long Distance 16.1-22, Init Min - Night	21.9%
Op Asst Long Distance 16.1-22, Addl Min - Night	10.7%
Op Asst Long Distance 22.1-40, Init Min - Night	21.9%
Op Asst Long Distance 22.1-40, Addl Min - Night	10.7%
Op Asst Long Distance 40.1+, Init Min - Night	23.6%
Op Asst Long Distance 40.1+, Addl Min - Night	12.0%
Person-to-Person Local	58.8%
Third Number Billed Local	49.8%
Collect Calls Local	70.5%
Calling Card Customer Dialed Local	66.9%
Calling Card Operator Dialed Local	71.9%
Calling Card Operator Must Assist Local	57.2%
Operator Assisted Local	20.0%
Person-to-Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Calls Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Toll	22.9%
Residence National DA Direct Dialed	13.7%
Residence National DA Alternate Billed	13.7%
Residence DA Direct Dialed	36.0%

BUS

Person to Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Call Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Surcharge Toll	22.9%
Person to Person Band C	47.3%
Third Number Billed Band C	44.3%
Collect Call Band C	59.0%
Calling Card Customer Dialed Band C	66.9%
Calling Card Operator Dialed Band C	55.6%
Calling Card Operator Must Assist Band C	57.2%
Operator Assisted Surcharge Band C	20.0%
Op Asst Usage Band C, Peak, Init Min	14.8%
Op Asst Usage Band C, Peak, Addl Min	16.4%

Op Asst Long Distance 0-10, Init Min - Day	42.2%
Op Asst Long Distance 0-10, Addl Min - Day	21.6%
Op Asst Long Distance 10.1-16, Init Min - Day	41.3%
Op Asst Long Distance 10.1-16, Addl Min - Day	22.0%
Op Asst Long Distance 16.1-22, Init Min - Day	41.0%
Op Asst Long Distance 16.1-22, Addl Min - Day	22.6%
Op Asst Long Distance 22.1-40, Init Min - Day	41.0%
Op Asst Long Distance 22.1-40, Addl Min - Day	22.6%
Op Asst Long Distance 40.1+, Init Min - Day	40.4%
Op Asst Long Distance 40.1+, Addl Min - Day	24.2%
Op Asst Long Distance 0-10, Init Min - Evening	44.9%
Op Asst Long Distance 0-10, Addl Min - Evening	21.6%
Op Asst Long Distance 10.1-16, Init Min - Evening	45.1%
Op Asst Long Distance 10.1-16, Addl Min - Evening	21.8%
Op Asst Long Distance 16.1-22, Init Min - Evening	45.6%
Op Asst Long Distance 16.1-22, Addl Min - Evening	22.6%
Op Asst Long Distance 22.1-40, Init Min - Evening	45.6%
Op Asst Long Distance 22.1-40, Addl Min - Evening	22.6%
Op Asst Long Distance 40.1+, Init Min - Evening	45.9%
Op Asst Long Distance 40.1+, Addl Min - Evening	24.2%
Op Asst Long Distance 0-10, Init Min - Night	45.1%
Op Asst Long Distance 0-10, Addl Min - Night	21.3%
Op Asst Long Distance 10.1-16, Init Min - Night	45.4%
Op Asst Long Distance 10.1-16, Addl Min - Night	21.4%
Op Asst Long Distance 16.1-22, Init Min - Night	45.7%
Op Asst Long Distance 16.1-22, Addl Min - Night	22.0%
Op Asst Long Distance 22.1-40, Init Min - Night	45.7%
Op Asst Long Distance 22.1-40, Addl Min - Night	22.0%
Op Asst Long Distance 40.1+, Init Min - Night	46.4%
Op Asst Long Distance 40.1+, Addl Min - Night	23.1%
Business National DA Direct Dialed	13.7%
Business National DA Alternate Billed	13.7%
Business DA Direct Dialed	36.0%
COPTS National DA Direct Dialed	10.0%
COPTS National DA Alternate Billed	13.7%
Hotel/Motel DA Direct Dialed	10.0%
Hotel/Motel National DA Alternate Billed	13.7%
Hospital National DA Direct Dialed	10.0%
Hospital National DA Alternate Billed	13.7%
Basic COPTS/COPTS coin line	10.0%

IL **DIRECTORY SERVICES**

Item	Discount

BUS

Bus Add'l List Chicago and Metro	63.8%
Bus Add'l List non-met	71.0%
Private Listing	11.1%
Semi-Private Listing	14.5%
Custom Number Svc Num Search & Assign	33.8%

IL **ISDN DIRECT & PRIME**

Item	Discount

BUS

ISDN CO Termination NRC	79.4%
ISDN CO Termination - mo	11.5%
Cir Sw Capability, per B chnl NRC	79.3%
Cir Sw Capability, per B chnl mo	14.0%
Cir Sw Capability, per B chnl 3yr	13.3%
Cir Sw Capability, per B chnl 5yr	12.9%
Cir Sw Capability, per B chnl 7yr	12.3%
Packet Sw Data B chnl NRC	79.4%
Packet Sw Data B chnl mo	52.8%
Packet Sw Data B chnl 3yr	51.5%
Packet Sw Data B chnl 5yr	50.1%
Packet Sw Data B chnl 7yr	48.6%
Packet Switched "D" NRC	79.3%
Packet Switched "D"	52.2%
Packet Switched "D" - 3yr	51.6%
Packet Switched "D" - 5yr	51.0%
Packet Switched "D" - 7yr	50.5%
On-Demand Packet SW B chnl NRC	79.4%
On-Demand Packet SW B chnl mo	76.7%
Additional Call Offering, each NRC	79.4%
Additional Call Offering, each mo	75.2%
Addl Mult call appear. NRC	79.4%
Addl Mult call appear.	79.0%
Direct Intercom Calling NRC	79.4%
Direct Intercom Calling	38.8%
Direct Msg Wait Indicator NRC	11.8%
Direct Msg Wait Indicator	64.8%
Sec. Telephone #s Inc	79.4%
Sec. Telephone #s	62.0%
Direct Sta Ctrl Conf-6 Port NRC	79.3%
Direct Sta Ctrl Conf-6 Port	9.1%
Sub Chrg for Cir Sw/Packet Sw	12.7%
Custom Ordering Chrg, per ISDN line	6.9%
ISDN Prime Connections Inc	15.1%
ISDN Prime Connections	9.4%
ISDN Prime Connections - 3yr	35.6%
ISDN Prime Connections - 5yr	35.6%
ISDN Prime Connections - 7yr	35.6%
ISDN Prime Telephone #'s	0.0%
ISDN Prime Telephone #'s - 3yr	0.0%
ISDN Prime Telephone #'s - 5yr	0.0%
ISDN Prime Telephone #'s - 7yr	0.0%
ISDN Prime Backup D Channel Inc	22.8%
ISDN Prime Backup D Channel	87.9%
ISDN Prime Backup D Channel - 3yr	87.9%
ISDN Prime Backup D Channel - 5yr	87.9%
ISDN Prime Backup D Channel - 7yr	88.0%
ISDN Prime Packet Switched Data Inc	12.7%
ISDN Prime Packet Switched Data	86.5%
ISDN Prime Packet Switched Data - 3yr	86.6%
ISDN Prime Packet Switched Data - 5yr	86.8%

ISDN Prime Packet Switched Data - 7yr	86.9%
ISDN Prime Intercom B Chnl-Sw V/D Inc	12.5%
ISDN Prime Intercom B Chnl-Sw V/D	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 3yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 5yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D- 7yr	87.9%
ISDN Prime Intercom B Chnl-Pkt V/D Inc	15.2%
ISDN Prime Intercom B Chnl-Pkt V/D	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 3yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 5yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D- 7yr	13.8%
ISDN Prime Chg/add Existing Single Trk Inc	61.1%
ISDN Prime ISDN Calling Name ID NRC	14.3%
ISDN Prime ISDN Calling Name ID Mo	32.1%
ISDN Prime 2 B Channel Transfer NRC	12.2%
ISDN Prime 2 B Channel Transfer Mo	28.2%
ISDN Prime Call by Call for FX Inc	7.5%
ISDN Prime Call by Call for FX	7.5%
ISDN Prime Call by Call for FX - 3yr	7.4%
ISDN Prime Call by Call for FX - 5yr	7.5%
ISDN Prime Call by Call for FX - 7yr	7.5%
ISDN Prime Call by Call for Tie Lines Inc	7.5%
ISDN Prime Call by Call for Tie Lines	7.5%
ISDN Prime Call by Call for Tie Lines - 3yr	7.4%
ISDN Prime Call by Call for Tie Lines - 5yr	7.5%
ISDN Prime Call by Call for Tie Lines - 7yr	7.5%
ISDN Prime Network Ring Again Inc	7.5%
ISDN Prime Network Ring Again	7.5%
ISDN Prime Network Ring Again - 3yr	7.5%
ISDN Prime Network Ring Again - 5yr	7.5%
ISDN Prime Network Ring Again - 7yr	7.5%
ISDN Prime Network Name Display Inc	7.5%
ISDN Prime Network Name Display	7.5%
ISDN Prime Network Name Display - 3yr	7.5%
ISDN Prime Network Name Display - 5yr	7.5%
ISDN Prime Network Name Display - 7yr	7.5%

IL **CENTREX**

Item	Discount

BUS

ACS System Charges, 2-50 NRC	37.8%
ACS System Charges, 2-50	15.4%
ACS System Charges, 2-50 3yr	15.4%
ACS System Charges, 2-50 5yr	15.4%
ACS System Charges, 2-50 7yr	15.4%
ACS System Charges, 51-100 NRC	37.9%
ACS System Charges, 51-100	15.4%
ACS System Charges, 51-100 3yr	15.4%
ACS System Charges, 51-100 5yr	15.4%
ACS System Charges, 51-100 7yr	15.4%
ACS System Charges, 101-200 NRC	38.9%
ACS System Charges, 101-200	15.4%

ACS System Charges, 101-200 3yr	15.4%
ACS System Charges, 101-200 5yr	15.4%
ACS System Charges, 101-200 7yr	15.4%
ACS System Charges, 201-500 NRC	43.8%
ACS System Charges, 201-500	15.4%
ACS System Charges, 201-500 3yr	15.4%
ACS System Charges, 201-500 5yr	15.4%
ACS System Charges, 201-500 7yr	15.4%
ACS System Charges, 500+ NRC	46.2%
ACS System Charges, 500+	15.4%
ACS System Charges, 500+ 3yr	15.4%
ACS System Charges, 500+ 5yr	15.4%
ACS System Charges, 500+ 7yr	15.4%
ACS System Conv, 2-50 NRC	15.4%
ACS System Conv, 51-100 NRC	16.7%
ACS System Conv, 101-200 NRC	17.1%
ACS System Conv, 201-500 NRC	17.9%
ACS System Conv, 500+ NRC	18.1%
Centrex Basic Line, 2-6	10.9%
Centrex Basic Line, 7-24	10.5%
Centrex Basic Line, 25-49	10.7%
Centrex Basic Line, 50-99	10.7%
Centrex Basic Line, 101-199	10.6%
Centrex Basic Line, 200+	10.6%
Centrex Basic Line, 2-6 3yr	10.1%
Centrex Basic Line, 7-24 3yr	9.5%
Centrex Basic Line, 25-49 3yr	9.5%
Centrex Basic Line, 50-99 3yr	9.3%
Centrex Basic Line, 101-199 3yr	8.9%
Centrex Basic Line, 200+ 3yr	8.9%
Centrex Basic Line, 2-6 5yr	9.9%
Centrex Basic Line, 7-24 5yr	9.2%
Centrex Basic Line, 25-49 5yr	9.1%
Centrex Basic Line, 50-99 5yr	8.9%
Centrex Basic Line, 101-199 5yr	8.7%
Centrex Basic Line, 200+ 5yr	8.7%
Centrex Basic Line, 2-6 7yr	9.8%
Centrex Basic Line, 7-24 7yr	9.2%
Centrex Basic Line, 25-49 7yr	9.1%
Centrex Basic Line, 50-99 7yr	8.9%
Centrex Basic Line, 101-199 7yr	8.7%
Centrex Basic Line, 200+ 7yr	8.7%
Elect Key Line, 2-6 NRC	14.9%
Elect Key Line, 7-24 NRC	14.9%
Elect Key Line, 25-49 NRC	14.9%
Elect Key Line, 50-99 NRC	15.0%
Elect Key Line, 100-199 NRC	15.0%
Elect Key Line, 200+ NRC	15.0%
Elect Key Line, 2-6	12.2%
Elect Key Line, 7-24	11.8%
Elect Key Line, 25-49	11.8%
Elect Key Line, 50-99	11.8%

Elect Key Line, 100-199	11.8%
Elect Key Line, 200+	11.8%
Elect Key Line, 2-6 3yr	11.4%
Elect Key Line, 7-24 3yr	10.8%
Elect Key Line, 25-49 3yr	10.7%
Elect Key Line, 50-99 3yr	10.5%
Elect Key Line, 100-199 3yr	10.2%
Elect Key Line, 200+ 3yr	10.2%
Elect Key Line, 2-6 5yr	11.1%
Elect Key Line, 7-24 5yr	10.6%
Elect Key Line, 25-49 5yr	10.4%
Elect Key Line, 50-99 5yr	10.1%
Elect Key Line, 100-199 5yr	9.9%
Elect Key Line, 200+ 5yr	9.9%
Elect Key Line, 2-6 7yr	11.0%
Elect Key Line, 7-24 7yr	10.5%
Elect Key Line, 25-49 7yr	10.3%
Elect Key Line, 50-99 7yr	10.1%
Elect Key Line, 100-199 7yr	9.9%
Elect Key Line, 200+ 7yr	9.9%
Centrex-ISDN Cust Ln, 2-6 NRC	13.4%
Centrex-ISDN Cust Ln, 7-24 NRC	13.4%
Centrex-ISDN Cust Ln, 25-49 NRC	13.4%
Centrex-ISDN Cust Ln, 50-99 NRC	13.4%
Centrex-ISDN Cust Ln, 100-199 NRC	13.4%
Centrex-ISDN Cust Ln, 200+ NRC	13.4%
Centrex-ISDN Cust Ln, 2-6	1.5%
Centrex-ISDN Cust Ln, 7-24	1.5%
Centrex-ISDN Cust Ln, 25-49	1.5%
Centrex-ISDN Cust Ln, 50-99	1.5%
Centrex-ISDN Cust Ln, 100-199	1.5%
Centrex-ISDN Cust Ln, 200+	1.5%
Centrex-ISDN Cust Ln, 2-6 3yr	1.3%
Centrex-ISDN Cust Ln, 7-24 3yr	1.3%
Centrex-ISDN Cust Ln, 25-49 3yr	1.2%
Centrex-ISDN Cust Ln, 50-99 3yr	1.1%
Centrex-ISDN Cust Ln, 100-199 3yr	1.1%
Centrex-ISDN Cust Ln, 200+ 3yr	1.1%
Centrex-ISDN Cust Ln, 2-6 5yr	1.3%
Centrex-ISDN Cust Ln, 7-24 5yr	1.2%
Centrex-ISDN Cust Ln, 25-49 5yr	1.1%
Centrex-ISDN Cust Ln, 50-99 5yr	1.1%
Centrex-ISDN Cust Ln, 100-199 5yr	1.0%
Centrex-ISDN Cust Ln, 200+ 5yr	1.0%
Centrex-ISDN Cust Ln, 2-6 7yr	1.2%
Centrex-ISDN Cust Ln, 7-24 7yr	1.2%
Centrex-ISDN Cust Ln, 25-49 7yr	1.1%
Centrex-ISDN Cust Ln, 50-99 7yr	1.1%
Centrex-ISDN Cust Ln, 100-199 7yr	1.0%
Centrex-ISDN Cust Ln, 200+ 7yr	1.0%
Centrex-ISDN Natl Ln, 2-6 NRC	13.4%
Centrex-ISDN Natl Ln, 7-24 NRC	13.4%

Centrex-ISDN Natl Ln, 25-49 NRC	13.4%
Centrex-ISDN Natl Ln, 50-99 NRC	13.4%
Centrex-ISDN Natl Ln, 100-199 NRC	13.4%
Centrex-ISDN Natl Ln, 200+ NRC	13.4%
Centrex-ISDN Natl Ln, 2-6	1.5%
Centrex-ISDN Natl Ln, 7-24	1.5%
Centrex-ISDN Natl Ln, 25-49	1.5%
Centrex-ISDN Natl Ln, 50-99	1.5%
Centrex-ISDN Natl Ln, 100-199	1.5%
Centrex-ISDN Natl Ln, 200+	1.5%
Centrex-ISDN Natl Ln, 2-6 3yr	1.3%
Centrex-ISDN Natl Ln, 7-24 3yr	1.3%
Centrex-ISDN Natl Ln, 25-49 3yr	1.2%
Centrex-ISDN Natl Ln, 50-99 3yr	1.1%
Centrex-ISDN Natl Ln, 100-199 3yr	1.1%
Centrex-ISDN Natl Ln, 200+ 3yr	1.1%
Centrex-ISDN Natl Ln, 2-6 5yr	1.3%
Centrex-ISDN Natl Ln, 7-24 5yr	1.2%
Centrex-ISDN Natl Ln, 25-49 5yr	1.1%
Centrex-ISDN Natl Ln, 50-99 5yr	1.1%
Centrex-ISDN Natl Ln, 100-199 5yr	1.0%
Centrex-ISDN Natl Ln, 200+ 5yr	1.0%
Centrex-ISDN Natl Ln, 2-6 7yr	1.2%
Centrex-ISDN Natl Ln, 7-24 7yr	1.2%
Centrex-ISDN Natl Ln, 25-49 7yr	1.1%
Centrex-ISDN Natl Ln, 50-99 7yr	1.1%
Centrex-ISDN Natl Ln, 100-199 7yr	1.0%
Centrex-ISDN Natl Ln, 200+ 7yr	1.0%
Opti-Centrex Basic 2+ Line, NRC	6.8%
Opti-Centrex Basic 2+ Line, 1 mo	34.4%
Opti-Centrex Basic 2+ Line, 36 mo	34.4%
Opti-Centrex Basic 2+ Line, 60 mo	34.4%
Opti-Centrex Basic 2+ Line, 84 mo	34.4%
Opti-Centrex Basic 7+ Line, NRC	6.8%
Opti-Centrex Basic 7+ Line, 1 mo	34.4%
Opti-Centrex Basic 7+ Line, 36 mo	34.2%
Opti-Centrex Basic 7+ Line, 60 mo	34.0%
Opti-Centrex Basic 7+ Line, 84 mo	33.3%
Opti-Centrex Basic 25+ Line, NRC	6.8%
Opti-Centrex Basic 25+ Line, 1 mo	34.4%
Opti-Centrex Basic 25+ Line, 36 mo	34.2%
Opti-Centrex Basic 25+ Line, 60 mo	33.9%
Opti-Centrex Basic 25+ Line, 84 mo	33.4%
Opti-Centrex Basic 50+ Line, NRC	6.8%
Opti-Centrex Basic 50+ Line, 1 mo	34.4%
Opti-Centrex Basic 50+ Line, 36 mo	34.2%
Opti-Centrex Basic 50+ Line, 60 mo	33.8%
Opti-Centrex Basic 50+ Line, 84 mo	33.1%
Opti-Centrex Basic 100+ Line, NRC	6.8%
Opti-Centrex Basic 100+ Line, 1 mo	34.4%
Opti-Centrex Basic 100+ Line, 36 mo	34.1%
Opti-Centrex Basic 100+ Line, 60 mo	33.8%

Opti-Centrex Basic 100+ Line, 84 mo	33.2%
Opti-Centrex Basic 200+ Line, NRC	6.8%
Opti-Centrex Basic 200+ Line, 1 mo	34.4%
Opti-Centrex Basic 200+ Line, 36 mo	34.2%
Opti-Centrex Basic 200+ Line, 60 mo	33.8%
Opti-Centrex Basic 200+ Line, 84 mo	33.1%
Opti-Centrex ISDN National 2+ Line, NRC	5.7%
Opti-Centrex ISDN National 2+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 2+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 60 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 7+ Line, NRC	5.7%
Opti-Centrex ISDN National 7+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 7+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 7+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 7+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 25+ Line, NRC	5.7%
Opti-Centrex ISDN National 25+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 25+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 25+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 25+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 50+ Line, NRC	5.7%
Opti-Centrex ISDN National 50+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 50+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 50+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 50+ Line, 84 mo	14.1%
Opti-Centrex ISDN National 100+ Line, NRC	5.7%
Opti-Centrex ISDN National 100+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 100+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 100+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 100+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 200+ Line, NRC	5.7%
Opti-Centrex ISDN National 200+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 200+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 200+ Line, 60 mo	14.2%
Opti-Centrex ISDN National 200+ Line, 84 mo	14.1%
Centrex-ISDN Elect Key Line per "B" NRC	13.7%
Centrex-ISDN Elect Key Line per "B"	20.5%
Centrex-ISDN Elect Key Line per "B" 3yr	20.3%
Centrex-ISDN Elect Key Line per "B" 5yr	19.7%
Centrex-ISDN Elect Key Line per "B" 7yr	19.4%
Circuit Sw Data per "B" NRC	13.8%
Circuit Sw Data per "B"	28.4%
Circuit Sw Data per "B" 3yr	27.8%
Circuit Sw Data per "B" 5yr	27.1%
Circuit Sw Data per "B" 7yr	26.4%
Alt El Key/CSD per "B" NRC	13.6%
Alt El Key/CSD per "B"	24.8%
Alt El Key/CSD per "B" 3yr	24.3%
Alt El Key/CSD per "B" 5yr	23.8%
Alt El Key/CSD per "B" 7yr	23.3%
Packet Sw Data per "B" NRC	14.6%

Packet Sw Data per "B"	61.7%
Packet Sw Data per "B" 3yr	60.9%
Packet Sw Data per "B" 5yr	60.1%
Packet Sw Data per "B" 7yr	59.1%
Packet Sw Data per "D" NRC	13.5%
Packet Sw Data per "D"	60.1%
Packet Sw Data per "D" 3yr	58.2%
Packet Sw Data per "D" 5yr	57.0%
Packet Sw Data per "D" 7yr	55.8%
On Demand PSD per "B" NRC	13.8%
On Demand PSD per "B"	58.7%
On Demand PSD per "B" 3yr	57.2%
On Demand PSD per "B" 5yr	56.6%
On Demand PSD per "B" 7yr	55.9%
Add On Mods, 10/18 button NRC	13.6%
Add On Mods, 20/36 button NRC	13.9%
CTX-Automatic Callback	66.8%
CTX-Call Screening	63.2%
CTX-Repeat Dialing	63.2%
CTX-Selecting Distinctive Ringing	62.0%
Call Fwd over Private Facilites	68.8%
Call Request w/queue - line	72.0%
Call Request w/queue - sys NRC	14.4%
Calling Name Display NRC	21.6%
Calling Name Display	56.0%
Visual Message Waiting Ind	51.0%
Direct Connect Orig	51.0%
Direct Conn Orig w/Delay	51.0%
Direct Station Selection NRC	45.3%
Direct Station Selection	21.0%
Distance Extension NRC	78.6%
Dist Ext per Elect Key Line	14.6%
Dist Ext per ISDN Line	14.9%
Executive Display Comm	22.0%
Make Busy Key	70.3%
CTX Msg Waiting Indicator NRC	33.0%
CTX Msg Waiting Indicator	58.8%
MADN NRC	14.4%
MADN	16.0%
Premium Feature Package	31.0%
Query Busy Sta NRC	24.9%
Query Busy Sta	26.7%
Secondary Dir Tel Number	24.0%
Speed Calling-Long	52.5%
Speed Calling-Expanded No Grp	58.3%
Stop Hunt Key	15.2%
Alternate Access NRC	14.0%
Alternate Access	76.3%
Queuing NRC	14.0%
Queuing	22.0%
Closed User Grp, Ind Dsgn NRC	15.2%
Closed User Grp, Ind Dsgn	78.7%

Closed User Grp, Add Mem NRC	14.3%
Closed User Grp, Add Mem	79.0%
Direct Call NRC	5.4%
Direct Call	79.0%
Hunt Group NRC	14.2%
Hunt Group	70.2%
Logical Chan, >32 "B" Packet NRC	14.3%
Logical Chan, >32 "B" Packet	79.0%
Logical Chan, 2+ "D" Packet NRC	14.3%
Logical Chan, 2+ "D" Packet	79.0%
Permanent Virtual Circuit NRC	14.0%
Permanent Virtual Circuit	78.6%
AWN 1-200 Lines NRC	34.2%
AWN 201-500 Lines NRC	28.7%
AWN Addl 500 line Block NRC	31.3%
AWN Out of Ntwk Numbers, 1st 10 NRC	15.7%
AWN Out of Ntwk Numbers, per 50 NRC	15.7%
AWN Number Input, 1st 10 NRC	15.5%
AWN Number Input, per 50 NRC	6.4%
AWN per Line	28.0%
AWN Out of Ntwk Numbers, 1st 10	23.0%
AWN Out of Ntwk Numbers, per 50	18.4%
ACMSI Per System 1200 baud NRC	15.4%
ACMSI Per System 1200 baud	13.6%
ACMSI Per System 1200 baud 3yr	13.6%
ACMSI Per System 1200 baud 5yr	13.5%
ACMSI Per System 1200 baud 7yr	13.4%
ACMSI Per System 9600 baud NRC	16.9%
ACMSI Per System 9600 baud	14.8%
ACMSI Per System 9600 baud 3yr	14.9%
ACMSI Per System 9600 baud 5yr	14.8%
ACMSI Per System 9600 baud 7yr	14.3%
AVN (MSA1) Max 2.5 CCS, 0-15 mi	19.5%
AVN (MSA1) Max 2.5 CCS, 15+ mi	22.6%
AVN (MSA1) Max 3.5 CCS, 0-15 mi	17.9%
AVN (MSA1) Max 3.5 CCS, 15+ mi	21.5%
AVN (MSA1) Max 4.5 CCS, 0-15 mi	16.8%
AVN (MSA1) Max 4.5 CCS, 15+ mi	32.1%
AVN (MSA1) Max 5.5 CCS, 0-15 mi	20.0%
AVN (MSA1) Max 5.5 CCS, 15+ mi	23.9%
AVN (MSA1) Max 8.0 CCS, 0-15 mi	18.3%
AVN (MSA1) Max 8.0 CCS, 15+ mi	21.6%
AVN Remote OmniPresence	14.2%
AVN Hub OmniPresence 0-6 CCS	14.2%
AVN Hub OmniPresence 6-9 CCS	14.2%
AVN Hub OmniPresence 9-12 CCS	14.2%
AVN Basic Channel	14.3%
AVN Basic Channel - 3yr	14.2%
AVN Basic Channel - 5yr	14.2%
AVN ISDN Circuit Sw Channel	14.2%
AVN ISDN Circuit Sw Channel - 3yr	14.2%
AVN ISDN Circuit Sw Channel - 5yr	14.3%

Cust Prem Announcement NRC	14.9%
Cust Prem Announcement	20.2%
Cust Prem Announcement - 3yr	19.8%
Cust Prem Announcement - 5yr	19.5%
Cust Prem Announcement - 7yr	19.1%
CO Recorded Announcement NRC	14.5%
CO Recorded Announcement	14.7%
CO Recorded Announcement - 3yr	14.5%
CO Recorded Announcement - 5yr	14.4%
CO Recorded Announcement - 7yr	14.2%
CO Recorded Secondary Ann NRC	14.5%
CO Recorded Secondary Ann	14.7%
CO Recorded Secondary Ann - 3yr	14.5%
CO Recorded Secondary Ann - 5yr	14.4%
CO Recorded Secondary Ann - 7yr	14.2%
Assume Dial 9 Per System, Per Line NRC	14.0%
Assume Dial 9 Per System, Per Line	78.8%
Assume Dial 9 Per System, Per Line - 3yr	78.8%
Assume Dial 9 Per System, Per Line - 5yr	78.8%
Assume Dial 9 Per System, Per Line - 7yr	78.8%
Attendant Console Digital NRC	15.5%
Attendant Console Digital	14.9%
Attendant Console Digital - 3yr	14.6%
Attendant Console Digital - 5yr	14.5%
Attendant Console Digital - 7yr	14.4%
Attendant Console ISDN NRC	21.6%
Attendant Console ISDN	46.1%
Attendant Console ISDN - 3yr	43.5%
Attendant Console ISDN - 5yr	42.5%
Attendant Console ISDN - 7yr	41.3%
Attendant Call Detail Entry NRC	13.5%
Attendant Call Detail Entry	29.0%
Attendant Call Detail Entry - 3yr	29.0%
Attendant Call Detail Entry - 5yr	29.0%
Attendant Call Detail Entry - 7yr	29.0%
Attendant Conference NRC	13.7%
Attendant Conference	13.5%
Attendant Conference - 3yr	13.2%
Attendant Conference - 5yr	13.2%
Attendant Conference - 7yr	13.2%
Direct Station Selection NRC	16.3%
Direct Station Selection	15.2%
Direct Station Selection - 3yr	15.2%
Direct Station Selection - 5yr	15.2%
Direct Station Selection - 7yr	15.2%
Multi Position Hunt per Grp NRC	14.7%
Multi Position Hunt per Pos	16.0%
Multi Position Hunt per Pos - 3yr	16.0%
Multi Position Hunt per Pos - 5yr	16.0%
Multi Position Hunt per Pos - 7yr	16.0%
Name Display NRC	16.3%
Name Display	74.1%

Name Display - 3yr	74.1%
Name Display - 5yr	74.1%
Name Display - 7yr	74.1%
Operational Measurements NRC	14.0%
Operational Measurements	60.0%
Operational Measurements - 3yr	60.0%
Operational Measurements - 5yr	60.0%
Operational Measurements - 7yr	60.0%
ARS Basic Initial Pattern NRC	14.0%
ARS Basic Initial Pattern	13.3%
ARS Basic Initial Pattern - 3yr	13.2%
ARS Basic Initial Pattern - 5yr	13.2%
ARS Basic Initial Pattern - 7yr	13.2%
ARS Basic Additional Pattern NRC	14.0%
ARS Basic Additional Pattern	25.5%
ARS Basic Additional Pattern - 3yr	22.7%
ARS Basic Additional Pattern - 5yr	21.2%
ARS Basic Additional Pattern - 7yr	20.0%
ARS Basic Digit 1 Delivery NRC	18.5%
ARS Deluxe System NRC	15.0%
ARS Deluxe System	14.3%
ARS Deluxe System - 3yr	13.9%
ARS Deluxe System - 5yr	13.8%
ARS Deluxe System - 7yr	13.6%
ARS Deluxe Additional Pattern NRC	14.0%
ARS Deluxe Additional Pattern	25.5%
ARS Deluxe Additional Pattern - 3yr	22.7%
ARS Deluxe Additional Pattern - 5yr	21.2%
ARS Deluxe Additional Pattern - 7yr	20.0%
ARS Deluxe IDDD Dialing per System NRC	33.3%
ARS Deluxe IDDD Dialing per System	78.6%
ARS Deluxe IDDD Dialing per System - 3yr	78.6%
ARS Deluxe IDDD Dialing per System - 5yr	78.6%
ARS Deluxe IDDD Dialing per System - 7yr	78.6%
ARS Deluxe 7 to 10 Digit Screen per Trans NRC	13.9%
ARS Deluxe TOD Routing per Schedule NRC	14.1%
ARS Deluxe TOD Routing per Schedule	67.1%
ARS Deluxe TOD Routing per Schedule - 3yr	66.6%
ARS Deluxe TOD Routing per Schedule - 5yr	66.0%
ARS Deluxe TOD Routing per Schedule - 7yr	65.4%
ARS Deluxe Digit 1 Delivery NRC	18.5%
CF MultiPath Per Sys, Per Arrangement NRC	20.2%
CF MultiPath Per Sys, Per Arrangement	78.6%
CF MultiPath Per Sys, Per Arrangement - 3yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 5yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 7yr	78.6%
Call Waiting Lamp Unique Timing State NRC	14.2%
Call Waiting Lamp Unique Timing State	14.0%
Call Waiting Lamp Unique Timing State - 3yr	14.0%
Call Waiting Lamp Unique Timing State - 5yr	14.0%
Call Waiting Lamp Unique Timing State - 7yr	14.0%
CTX Stat Identification Tie Line Group NRC	29.4%

CTX Stat Identification Line Arranged	14.0%
CTX Stat Identification Line Arranged - 3yr	14.0%
CTX Stat Identification Line Arranged - 5yr	14.0%
CTX Stat Identification Line Arranged - 7yr	14.0%
6-Port Conference Circuit NRC	14.3%
6-Port Conference Circuit	14.8%
6-Port Conference Circuit - 3yr	14.7%
6-Port Conference Circuit - 5yr	14.7%
6-Port Conference Circuit - 7yr	14.7%
Arrangement Linking 4 Ports NRC	14.5%
Arrangement Linking 4 Ports	37.4%
Arrangement Linking 4 Ports - 3yr	37.4%
Arrangement Linking 4 Ports - 5yr	37.4%
Arrangement Linking 4 Ports - 7yr	37.4%
Conferencing Present Group NRC	21.7%
Conferencing Present Group	14.2%
Conferencing Present Group - 3yr	14.2%
Conferencing Present Group - 5yr	14.2%
Conferencing Present Group - 7yr	14.2%
System Privacy Release NRC	13.9%
System Privacy Release	78.7%
System Privacy Release - 3yr	78.7%
System Privacy Release - 5yr	78.7%
System Privacy Release - 7yr	78.7%
Cust Call Diverting Pub/Private Nwrk Facilities NRC	14.9%
Do Not Disturb Line NRC	21.6%
Do Not Disturb Line	78.5%
Do Not Disturb Line - 3yr	78.5%
Do Not Disturb Line - 5yr	78.5%
Do Not Disturb Line - 7yr	78.5%
Do Not Disturb Group of Lines NRC	14.1%
Do Not Disturb Group of Lines	78.8%
Do Not Disturb Group of Lines - 3yr	78.8%
Do Not Disturb Group of Lines - 5yr	78.8%
Do Not Disturb Group of Lines - 7yr	78.8%
EDI Served NRC	13.6%
EDI Served	78.6%
EDI Served - 3yr	78.6%
EDI Served - 5yr	78.6%
EDI Served - 7yr	78.6%
EDI 1-250 Lines Equiped NRC	14.2%
EDI 1-250 Lines Equiped	22.6%
EDI 1-250 Lines Equiped - 3yr	20.9%
EDI 1-250 Lines Equiped - 5yr	19.1%
EDI 1-250 Lines Equiped - 7yr	17.2%
EDI 251-500 Lines Equiped NRC	13.7%
EDI 251-500 Lines Equiped	22.6%
EDI 251-500 Lines Equiped - 3yr	20.9%
EDI 251-500 Lines Equiped - 5yr	19.1%
EDI 251-500 Lines Equiped - 7yr	17.2%
EDI 501-1000 Lines Equiped NRC	13.5%
EDI 501-1000 Lines Equiped	22.6%

EDI 501-1000 Lines Equiped - 3yr	20.9%
EDI 501-1000 Lines Equiped - 5yr	19.1%
EDI 501-1000 Lines Equiped - 7yr	17.2%
EDI 1001-2000 Lines Equiped NRC	13.4%
EDI 1001-2000 Lines Equiped	22.5%
EDI 1001-2000 Lines Equiped - 3yr	20.8%
EDI 1001-2000 Lines Equiped - 5yr	19.1%
EDI 1001-2000 Lines Equiped - 7yr	17.2%
EDI 2001-4000 Lines Equiped NRC	13.4%
EDI 2001-4000 Lines Equiped	22.6%
EDI 2001-4000 Lines Equiped - 3yr	20.9%
EDI 2001-4000 Lines Equiped - 5yr	19.1%
EDI 2001-4000 Lines Equiped - 7yr	17.2%
EDI 4001+ Lines Equiped NRC	13.4%
EDI 4001+ Lines Equiped	27.1%
EDI 4001+ Lines Equiped - 3yr	24.8%
EDI 4001+ Lines Equiped - 5yr	22.3%
EDI 4001+ Lines Equiped - 7yr	19.5%
High Speed Data Line NRC	15.5%
High Speed Data Line	22.4%
High Speed Data Line - 3yr	21.0%
High Speed Data Line - 5yr	20.7%
High Speed Data Line - 7yr	20.7%
Ntwk Speed Calling 100 Number List NRC	15.2%
Ntwk Speed Calling 100 Number List	43.6%
Ntwk Speed Calling 100 Number List - 3yr	43.6%
Ntwk Speed Calling 100 Number List - 5yr	43.6%
Ntwk Speed Calling 100 Number List - 7yr	43.6%
Outgoing Deluxe Trnk Que Term NRC	14.7%
Outgoing Deluxe Trnk Que Term	20.4%
Outgoing Deluxe Trnk Que Term - 3yr	19.7%
Outgoing Deluxe Trnk Que Term - 5yr	19.4%
Outgoing Deluxe Trnk Que Term - 7yr	19.3%
Personal Call Screening Group NRC	51.8%
Personal Call Screening Group	78.6%
Personal Call Screening Group - 3yr	78.6%
Personal Call Screening Group - 5yr	78.6%
Personal Call Screening Group - 7yr	78.6%
Analog 2-wire Term Arrange NRC	15.2%
Analog 2-wire Term Arrange	15.6%
Analog 2-wire Term Arrange - 3yr	15.6%
Analog 2-wire Term Arrange - 5yr	15.6%
Analog 2-wire Term Arrange - 7yr	15.6%
Analog 4-wire Term Arrange NRC	15.2%
Analog 4-wire Term Arrange	15.6%
Analog 4-wire Term Arrange - 3yr	15.6%
Analog 4-wire Term Arrange - 5yr	15.6%
Analog 4-wire Term Arrange - 7yr	15.6%
DS1 Connection NRC	15.8%
DS1 Connection	16.2%
DS1 Connection - 3yr	15.8%
DS1 Connection - 5yr	15.6%

DS1 Connection - 7yr	15.5%
Tie Trunk Connection NRC	14.3%
PRI Connection NRC	18.4%
PRI Connection	16.2%
PRI Connection - 3yr	16.1%
PRI Connection - 5yr	15.9%
PRI Connection - 7yr	15.8%
PRI "D" Channel Backup NRC	13.6%
PRI "D" Channel Backup	78.6%
PRI "D" Channel Backup - 3yr	78.6%
PRI "D" Channel Backup - 5yr	78.6%
PRI "D" Channel Backup - 7yr	78.6%
PRI Ntwk Ring Again NRC	35.1%
PRI Ntwk Ring Again	14.6%
PRI Ntwk Ring Again - 3yr	14.4%
PRI Ntwk Ring Again - 5yr	14.2%
PRI Ntwk Ring Again - 7yr	14.0%
PRI Ntwk Name Display NRC	13.8%
PRI Ntwk Name Display	73.9%
PRI Ntwk Name Display - 3yr	73.2%
PRI Ntwk Name Display - 5yr	72.3%
PRI Ntwk Name Display - 7yr	71.1%
Queue Slot NRC	13.9%
Queue Slot	79.0%
Queue Slot - 3yr	79.0%
Queue Slot - 5yr	79.0%
Queue Slot - 7yr	79.0%
Special Intercept Unique Msg Arrangement NRC	14.4%
Special Intercept Unique Msg Arrangement	78.5%
Special Intercept Unique Msg Arrangement - 3yr	78.5%
Special Intercept Unique Msg Arrangement - 5yr	78.5%
Special Intercept Unique Msg Arrangement - 7yr	78.5%
Supplemental 3 Digit Dialing System NRC	14.9%
3 Digit Access Code NRC	14.1%
Trunk Verification System NRC	13.8%
Trunk Verification System	32.6%
Trunk Verification System - 3yr	32.6%
Trunk Verification System - 5yr	32.6%
Trunk Verification System - 7yr	32.6%
UCD Group w/queuing NRC	14.5%
UCD Group w/queuing	78.6%
UCD Group w/queuing - 3yr	78.6%
UCD Group w/queuing - 5yr	78.6%
UCD Group w/queuing - 7yr	78.6%
UCD Line Equipped NRC	21.6%
UCD Line Equipped	21.7%
UCD Line Equipped - 3yr	21.7%
UCD Line Equipped - 5yr	21.7%
UCD Line Equipped - 7yr	21.7%
UCD Elect Key Line NRC	21.6%
UCD Elect Key Line	23.1%
UCD Elect Key Line - 3yr	23.1%

UCD Elect Key Line - 5yr	23.1%
UCD Elect Key Line - 7yr	23.1%
Station Feature Change, per line, per occ NRC	33.9%
ARS-Basic/Deluxe NRC	16.7%
Deluxe ARS TOD Routing NRC	14.2%
Chg Code or Report AWN NRC	16.7%
Chg or Password by Co ACM NRC	14.2%
Console Changes NRC	14.3%
Chg Prv Fac Trk Connection NRC	14.3%
Chg Prv Fac PRI Connection NRC	16.2%
Reprogram Non-Centrex Line NRC	15.1%
All Other System Feature Chg NRC	14.3%
OmniPresence Service Charge NRC - 1 Mo	18.6%
OmniPresence Service Charge NRC - 36 Mo	18.6%
OmniPresence Service Charge NRC - 60 Mo	18.4%
OmniPresence Service Charge NRC - 84 Mo	18.3%
OmniPresence Service Charge 1 Mo	94.8%
OmniPresence Service Charge 36 Mo	94.8%
OmniPresence Service Charge 60 Mo	94.8%
OmniPresence Service Charge 84 Mo	94.8%

IL **PRIVATE LINE**

Item	Discount

BUS

LDC Base Rate 2.4 Kbps mo	16.7%
LDC Base Rate 2.4 Kbps 1yr	16.6%
LDC Base Rate 2.4 Kbps 3yr	16.5%
LDC Base Rate 2.4 Kbps 5yr	16.5%
LDC Base Rate 4.8 Kbps mo	16.7%
LDC Base Rate 4.8 Kbps 1yr	16.6%
LDC Base Rate 4.8 Kbps 3yr	16.5%
LDC Base Rate 4.8 Kbps 5yr	16.5%
LDC Base Rate 9.6 Kbps mo	16.7%
LDC Base Rate 9.6 Kbps 1yr	16.6%
LDC Base Rate 9.6 Kbps 3yr	16.5%
LDC Base Rate 9.6 Kbps 5yr	16.5%
LDC Base Rate 19.2 Kbps mo	16.7%
LDC Base Rate 19.2 Kbps 1yr	16.6%
LDC Base Rate 19.2 Kbps 3yr	16.5%
LDC Base Rate 19.2 Kbps 5yr	16.5%
LDC Base Rate 56 Kbps mo	16.7%
LDC Base Rate 56 Kbps 1yr	16.6%
LDC Base Rate 56 Kbps 3yr	16.5%
LDC Base Rate 56 Kbps 5yr	16.5%
LDC Base Rate 64 Kbps mo	16.7%
LDC Base Rate 64 Kbps 1yr	16.6%
LDC Base Rate 64 Kbps 3yr	16.5%
LDC Base Rate 64 Kbps 5yr	16.5%
CMT 2.4 Kbps mo	15.8%
CMT 2.4 Kbps 1yr	15.9%
CMT 2.4 Kbps 3yr	15.8%
CMT 2.4 Kbps 5yr	15.7%

CMT 4.8 Kbps mo	15.8%
CMT 4.8 Kbps 1yr	15.9%
CMT 4.8 Kbps 3yr	15.8%
CMT 4.8 Kbps 5yr	15.7%
CMT 9.6 Kbps mo	15.8%
CMT 9.6 Kbps 1yr	15.9%
CMT 9.6 Kbps 3yr	15.8%
CMT 9.6 Kbps 5yr	15.7%
CMT 19.2 Kbps mo	15.8%
CMT 19.2 Kbps 1yr	15.9%
CMT 19.2 Kbps 3yr	15.8%
CMT 19.2 Kbps 5yr	15.7%
CMT 56 Kbps mo	15.8%
CMT 56 Kbps 1yr	15.9%
CMT 56 Kbps 3yr	15.8%
CMT 56 Kbps 5yr	15.7%
CMT 64 Kbps mo	15.8%
CMT 64 Kbps 1yr	15.9%
CMT 64 Kbps 3yr	15.8%
CMT 64 Kbps 5yr	15.7%
CM 2.4 Kbps mo	18.4%
CM 2.4 Kbps 1yr	16.0%
CM 2.4 Kbps 3yr	15.6%
CM 2.4 Kbps 5yr	15.4%
CM 4.8 Kbps mo	18.4%
CM 4.8 Kbps 1yr	16.0%
CM 4.8 Kbps 3yr	15.6%
CM 4.8 Kbps 5yr	15.4%
CM 9.6 Kbps mo	18.4%
CM 9.6 Kbps 1yr	16.0%
CM 9.6 Kbps 3yr	15.6%
CM 9.6 Kbps 5yr	15.4%
CM 19.2 Kbps mo	18.4%
CM 19.2 Kbps 1yr	16.0%
CM 19.2 Kbps 3yr	15.6%
CM 19.2 Kbps 5yr	15.4%
CM 56 Kbps mo	18.4%
CM 56 Kbps 1yr	16.0%
CM 56 Kbps 3yr	15.6%
CM 56 Kbps 5yr	15.4%
CM 64 Kbps mo	18.4%
CM 64 Kbps 1yr	16.0%
CM 64 Kbps 3yr	15.6%
CM 64 Kbps 5yr	15.4%
Bridging mo	16.3%
Bridging 1yr	16.2%
Bridging 3yr	16.1%
Bridging 5yr	16.1%
Base Rate Term for ARS mo	15.8%
Base Rate Term for ARS 1yr	15.7%
Base Rate Term for ARS 3yr	15.5%
Base Rate Term for ARS 5yr	15.4%

LDC 1.544 Mbps Area A month	15.1%
LDC 1.544 Mbps Area A 1 year	15.0%
LDC 1.544 Mbps Area A 3 year	17.3%
LDC 1.544 Mbps Area A 5 year	17.1%
LDC 1.544 Mbps Area A 1 year (pre 4/23/97)	17.2%
CMT 1.544 Mbps Monthly	17.2%
CMT 1.544 Mbps 1 year	16.9%
CMT 1.544 Mbps 3 year	16.6%
CMT 1.544 Mbps 5 year	16.4%
CM 1.544 Mbps, per mi Monthly	24.4%
CM 1.544 Mbps, per mi 1 year	32.7%
CM 1.544 Mbps, per mi 3 year	22.2%
CM 1.544 Mbps, per mi 5 year	21.1%
CO MUX 1.544 Mbps Monthly	15.1%
CO MUX 1.544 Mbps 1 year	15.1%
CO MUX 1.544 Mbps 3 year	15.0%
CO MUX 1.544 Mbps	14.9%
MUX Analog Conn 1.544 Mbps Monthly	18.4%
MUX Analog Conn 1.544 Mbps 1 year	18.4%
MUX Analog Conn 1.544 Mbps 3 year	18.4%
MUX Analog Conn 1.544 Mbps 5 year	18.4%
MUX Digital Conn 1.544 Mbps Monthly	18.4%
MUX Digital Conn 1.544 Mbps 1 year	18.4%
MUX Digital Conn 1.544 Mbps 3 year	18.4%
MUX Digital Conn 1.544 Mbps 5 year	18.4%
Clear Channel Capability, per DS1 NRC	82.2%
ARS System Loc Fract DS1 Port Term mo	16.4%
ARS System Loc Fract DS1 Port Term 1yr	16.3%
ARS System Loc Fract DS1 Port Term 3yr	16.1%
ARS System Loc Fract DS1 Port Term 5yr	16.0%
DS1 to DS1 Cross Connect 3 days	15.2%
DS1 to DS1 Cross Connect 1 day	15.2%
44.736 Mbps DS3 Area A, mo	17.4%
44.736 Mbps DS3 Area A, 1 year	17.4%
44.736 Mbps DS3 Area A 3 year	17.0%
44.736 Mbps DS3 Area A, 5 year	16.3%
44.736 Mbps DS3B Area A, mo	18.2%
44.736 Mbps DS3B Area A, 1 year	18.2%
44.736 Mbps DS3B Area A 3 year	17.8%
44.736 Mbps DS3B Area A, 5 year	16.9%
44.736 Mbps DS3C Area A, mo	19.3%
44.736 Mbps DS3C Area A, 1 year	19.3%
44.736 Mbps DS3C Area A 3 year	18.9%
44.736 Mbps DS3C Area A, 5 year	17.4%
44.736 Mbps DS3F Area A, mo	16.7%
44.736 Mbps DS3F Area A, 1 year	16.7%
44.736 Mbps DS3F Area A 3 year	16.3%
44.736 Mbps DS3F Area A, 5 year	15.6%
44.736 Mbps DS3L Area A, mo	17.8%
44.736 Mbps DS3L Area A, 1 year	17.8%
44.736 Mbps DS3L Area A 3 year	17.2%
44.736 Mbps DS3L Area A, 5 year	16.1%

44.736 Mbps DS3X Area A, mo	17.2%
44.736 Mbps DS3X Area A, 1 year	17.2%
44.736 Mbps DS3X Area A 3 year	16.5%
44.736 Mbps DS3X Area A, 5 year	16.0%
DS Channel Term	16.8%
CMT 44.736 Mbps DS3 mo	16.7%
CMT 44.736 Mbps DS3 1yr	16.6%
CMT 44.736 Mbps DS3 3yr	16.4%
CMT 44.736 Mbps DS3 5yr	16.2%
CM 44.736 Mbps DS3 Monthly	18.8%
CM 44.736 Mbps DS3 1 year	18.5%
CM 44.736 Mbps DS3 3 year	18.1%
CM 44.736 Mbps DS3 5 year	17.9%
MUX DS3 to DS1 Monthly	17.3%
MUX DS3 to DS1 1 year	17.2%
MUX DS3 to DS1 3 year	16.9%
MUX DS3 to DS1 5 year	16.7%
MUX DS3 to Base Rate Monthly	15.2%
MUX DS3 to Base Rate 1 year	15.2%
MUX DS3 to Base Rate 3 year	15.2%
MUX DS3 to Base Rate 5 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan Monthly	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 1 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 3 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 5 year	15.2%
ARS Sys Loc Port Term, per DS3 Term mo	15.2%
ARS Sys Loc Port Term, per DS3 Term 1yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 3yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 5yr	15.2%
DS1 to DS1 Cross Connect 3 Days	15.2%
DS1 to DS1 Cross Connect 1 Day	15.2%
DS3 to DS3 Cross Connect 3 Days	15.2%
DS3 to DS3 Cross Connect 1 Day	15.2%
ARS, Customer DB NRC	15.2%
ARS, Customer DB	15.2%
ARS, Customer DB 1 yr	15.2%
ARS, Customer DB 3 yr	15.2%
ARS, Customer DB 5 yr	15.2%
Database Modification NRC	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
Attendant Access, 1st 30 min	15.2%
Attendant Access, Addl 15 min	15.2%
ARS Training per hour - NRC	0.0%
FD 1st mi or fraction	6.4%
FD 1st mi or fraction	6.4%
FD Addl mi or fraction	8.1%
FD Addl mi or fraction	8.1%
Ameritech ProtectPath 1.5 Svc Chg - per arrangement	15.0%

Ameritech ProtectPath 45 Svc Chg - per arrangement	15.0%
Ameritech Frame Relay Admin Chg - per order	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 56 Kbp	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 64 Kbp	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 128 Kb	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 256 Kb	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 384 Kb	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 1.544	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 44.736	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per UNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per NNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hubb	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hubb	5.9%
Ameritech Frame Relay Change Charge - per order (max 20 ch	5.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps NR	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps NR	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	5.5%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 1	5.6%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.4%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	4.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 3	5.4%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	5.0%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 6	5.3%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 6	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 6	5.1%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	

Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.1%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 56	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 64	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 1.5	5.2%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 44.	8.7%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps NF	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps NF	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	5.5%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.4%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	4.9%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.2%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.5%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 1.5	

Ameritech Frame Relay Per PVC at CIR - 32 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 12 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 36 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 36 Mo	4.9%

Ameritech Frame Relay Per PVC at CIR - 320 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 60 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps NRC	4.9%

Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 36 Mo	

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/NEW EDGE NETWORK, INC. D/B/A
NEW EDGE NETWORKS

Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 60 Mo	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 56 Kb	4.7%
Ameritech Frame Relay Promo UNI Connection per UNI 128 K	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 256 K	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 384 K	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 1.544	5.1%
Admin Chrg - per order - OC-3 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-12 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-48 Dedicated Ring NRC	12.9%
Design & CO Conn Chrg - per order - OC-3 Dedicated Ring N	13.7%
Design & CO Conn Chrg - per order - OC-12 Dedicated Ring	13.7%
Design & CO Conn Chrg - per order - OC-48 Dedicated Ring	13.7%
Re-Map Svc - Init svc script est/test chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-12 Ring NR	14.7%
Re-Map Svc - Init svc script est/test chrg Per OC-12 DDN Ring	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-48 Ring NR	14.5%
Re-Map Svc - Sub svc script activity chrg Per OC-3 Ring NR	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-12 Ring NF	14.7%
Re-Map Svc - Sub svc script activity chrg Per OC-12 DDN Rin	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-48 Ring NF	15.2%
Re-Map Svc - Scheduled test chrg Per OC-3 Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-12 Ring NRC	15.9%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 36	

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/NEW EDGE NETWORK, INC. D/B/A
NEW EDGE NETWORKS

Dedicated Ring-Node-OC-3-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 60	15.0%
Dedicated Ring-Node-OC-3-CO- 60 Mo	16.7%
Dedicated Ring-Node-OC-12-Cust Prem-First - 36 Mo	18.1%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 36 Mo	16.6%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 3	16.5%
Dedicated Ring-Node-OC-12-CO- 36 Mo	17.9%
Dedicated Ring-Node-OC-12-Cust Prem-First - 60 Mo	17.8%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 6	15.8%
Dedicated Ring-Node-OC-12-CO- 60 Mo	17.4%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map -	17.9%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 36	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-M	17.9%
Dedicated Ring-Node-Direct Drop -CO-36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map -	16.8%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 60	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-M	16.8%
Dedicated Ring-Node-Direct Drop -CO- 60 Mo	13.5%
Dedicated Ring-Node-OC-48-Cust Prem-First - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 36 Mo	18.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 3	17.8%
Dedicated Ring-Node-OC-48-CO- 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 60 Mo	17.3%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 6	16.8%
Dedicated Ring-Node-OC-48-CO- 60 Mo	92.4%
Dedicated Ring-Node-NRC-Cust Prem-Subs In-NRC	17.2%
Dedicated Ring-Node-NRC-Cust Prem Re-Map -Subs In-NRC	13.7%
Dedicated Ring-Node-NRC-CO-Subseq instal-NRCl	16.6%
Dedicated Ring-OC48 Add/Drop Capability, per arr 36 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, per arr 60 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 3	17.9%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 6	

Dedicated Ring-Ports per Node-DS1 at OC3-60 Mo	18.2%
Dedicated Ring-Ports per Node-DS3 at OC3-60 Mo	17.1%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-60 Mo	18.4%
Dedicated Ring-Ports per Node-OC3 at OC12-60 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-60 Mo	18.2%
Dedicated Ring-Ports per Node-OC-12 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-NRC subs install OC-12	13.5%
Dedicated Ring-Ports per Node-NRC subs install OC-3	17.2%
Dedicated Ring-Ports per Node-NRC subs install DS3	16.8%
Dedicated Ring-Ports per Node-NRC subs install DS1	16.7%
Dedicated Ring-Mileage OC-3 - 36 Mo	18.2%
Dedicated Ring-Mileage OC-12 - 36 Mo	16.0%
Dedicated Ring-Mileage OC-48 - 36 Mo	92.4%
Dedicated Ring-Mileage OC-3 - 60 Mo	17.8%
Dedicated Ring-Mileage OC-12 - 60 Mo	15.7%
Dedicated Ring-Mileage OC-48 - 60 Mo	92.4%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.8%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.3%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-1	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.7%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-1	14.6%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-	

Dedicated Ring-Regenerator OC-12 60 Mo	17.5%
Dedicated Ring-Regenerator OC-48 60 Mo	92.4%
Dedicated Ring-Regenerator NRC for subsequent install	17.0%
Shared Network Arrangement NRC for processing charge	13.5%
ALIS Admin Charge - NRC	13.2%
ALIS Design & Connection, per channel - NRC	14.3%
ALIS Customer Connect Charge - NRC	13.3%
ALIS Wire Ctr Term, per term Monthly Extension	24.3%
ALIS Wire Ctr Term, per term 36 mo	22.6%
ALIS Wire Ctr Term, per term 60 mo	21.2%
ALIS Wire Ctr Term, per term 84 mo	19.8%
ALIS Node Term, per point of term Monthly Extension	19.5%
ALIS Node Term, per point of term 36 mo	18.4%
ALIS Node Term, per point of term 60 mo	17.6%
ALIS Node Term, per point of term 84 mo	16.8%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	44.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	41.4%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.5%
ALIS Node Port, per 4 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 4 Mbps CI 36 mo	19.7%
ALIS Node Port, per 4 Mbps CI 60 mo	18.6%
ALIS Node Port, per 4 Mbps CI 84 mo	17.7%
ALIS Node Port, per 10 Mbps CI Monthly Extension	20.4%
ALIS Node Port, per 10 Mbps CI 36 mo	19.2%
ALIS Node Port, per 10 Mbps CI 60 mo	18.2%
ALIS Node Port, per 10 Mbps CI 84 mo	17.4%
ALIS Node Port, per 16 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 16 Mbps CI 36 mo	19.7%
ALIS Node Port, per 16 Mbps CI 60 mo	18.6%
ALIS Node Port, per 16 Mbps CI 84 mo	17.7%
ALIS Node Port, per 1 Gbps CI Monthly Extension	14.4%
ALIS Node Port, per 1 Gbps CI 36 mo	14.3%
ALIS Node Port, per 1 Gbps CI 60 mo	14.2%
ALIS Node Port, per 1 Gbps CI 84 mo	14.1%
ALIS Channel Mileage, per inter-wire ctr mile Monthly Extensio	40.7%
ALIS Channel Mileage, per inter-wire ctr mile 36 mo	37.5%
ALIS Channel Mileage, per inter-wire ctr mile 60 mo	36.2%
ALIS Channel Mileage, per inter-wire ctr mile 84 mo	35.6%
ALIS DTF Channel Mileage, per interoffice mi Monthly Extensio	

ALIS DTF Channel Mileage, per interoffice mi 36 mo	37.5%
ALIS DTF Channel Mileage, per interoffice mi 60 mo	36.2%
ALIS DTF Channel Mileage, per interoffice mi 84 mo	35.6%
ALIS DTF Node Termination Facilities, per node termination M	21.9%
ALIS DTF Node Termination Facilities, per node termination 36	20.5%
ALIS DTF Node Termination Facilities, per node termination 60	31.5%
ALIS DTF Node Termination Facilities, per node termination 84	18.3%
ALIS DTF Facility Route, per 1/10 mile Monthly Extension	44.9%
ALIS DTF Facility Route, per 1/10 mile 36 mo	41.4%
ALIS DTF Facility Route, per 1/10 mile 60 mo	39.9%
ALIS DTF Facility Route, per 1/10 mile 84 mo	39.5%
Ameritech 128, 256 & 384 Service - Admin Charge Area A	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area B	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area C	12.7%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - LDC Area A Mo	38.6%
Ameritech 128, 256 & 384 Service - LDC Area A 12 Mo	39.5%
Ameritech 128, 256 & 384 Service - LDC Area A 36 Mo	26.0%
Ameritech 128, 256 & 384 Service - LDC Area A 60 Mo	25.9%
Ameritech 128, 256 & 384 Service - LDC Area B Mo	31.1%
Ameritech 128, 256 & 384 Service - LDC Area B 12 Mo	32.2%
Ameritech 128, 256 & 384 Service - LDC Area B 36 Mo	19.4%
Ameritech 128, 256 & 384 Service - LDC Area B 60 Mo	19.2%
Ameritech 128, 256 & 384 Service - LDC Area C Mo	24.5%
Ameritech 128, 256 & 384 Service - LDC Area C 12 Mo	25.6%
Ameritech 128, 256 & 384 Service - LDC Area C 36 Mo	18.0%
Ameritech 128, 256 & 384 Service - LDC Area C 60 Mo	17.7%
Ameritech 128, 256 & 384 Service - CMT Area A Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%

Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech DS1 Service Admin Charge Area A NRC	12.7%
Ameritech DS1 Service Admin Charge Area B NRC	12.7%
Ameritech DS1 Service Admin Charge Area C NRC	12.7%
Ameritech DS1 Design & CO Connection Charge Area A NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area B NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area C NR	12.9%
Ameritech DS1 Customer Connection Charge Area A NRC	13.0%
Ameritech DS1 Customer Connection Charge Area B NRC	13.0%
Ameritech DS1 Customer Connection Charge Area C NRC	13.0%
Ameritech DS1 Service - LDC Area A monthly	15.1%
Ameritech DS1 Service - LDC Area A 12 mo	15.0%
Ameritech DS1 Service - LDC Area A 36 mo	17.3%
Ameritech DS1 Service - LDC Area A 60 mo	17.1%
Ameritech DS1 Service - LDC Area B monthly	17.3%
Ameritech DS1 Service - LDC Area B 12 mo	17.1%
Ameritech DS1 Service - LDC Area B 36 mo	17.0%
Ameritech DS1 Service - LDC Area B 60 mo	16.8%
Ameritech DS1 Service - LDC Area C monthly	17.4%
Ameritech DS1 Service - LDC Area C 12 mo	17.3%
Ameritech DS1 Service - LDC Area C 36 mo	13.9%
Ameritech DS1 Service - LDC Area C 60 mo	13.7%
Ameritech DS1 Service - CMT Area A monthly	17.2%
Ameritech DS1 Service - CMT Area A 12 mo	16.9%
Ameritech DS1 Service - CMT Area A 36 mo	0.0%
Ameritech DS1 Service - CMT Area A 60 mo	-23.9%
Ameritech DS1 Service - CMT Area B monthly	17.2%
Ameritech DS1 Service - CMT Area B 12 mo	16.9%
Ameritech DS1 Service - CMT Area B 36 mo	14.4%
Ameritech DS1 Service - CMT Area B 60 mo	13.8%
Ameritech DS1 Service - CMT Area C monthly	17.2%
Ameritech DS1 Service - CMT Area C 12 mo	16.9%
Ameritech DS1 Service - Channel Mi, per mile Area C monthly	

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/NEW EDGE NETWORK, INC. D/B/A
NEW EDGE NETWORKS

Ameritech DS1 Service - Clear Channel Capability, Area A NI	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area B NI	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area C NI	82.2%
Ameritech DS1 Service - Shared Network Arrangement, Area A	13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area B	13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area C	13.5%
CO Multiplexing & CCS OC-3 to OC-3 monthly	16.8%
CO Multiplexing & CCS OC-12 to OC-12 monthly	16.8%
CO Multiplexing & CCS OC-48 to OC-48 monthly	13.5%
CO Multiplexing & CCS Ameritech DS1 per Ameritech Base R	14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A	14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A	14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A	14.3%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 1 Day Re	27.8%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 3 Day Re	24.9%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re	15.2%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1	15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas	14.4%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256	

Packet Switch Analog Asynch, 2.4 Kbps	6.5%
Packet Switch Analog Asynch, 4.8 Kbps INC	5.1%
Packet Switch Analog Asynch, 4.8 Kbps	6.5%
Packet Switch Analog Asynch, 9.6 Kbps INC	5.1%
Packet Switch Analog Asynch, 9.6 Kbps	6.4%
Packet Switch Analog Synch, 9.6 Kbps INC	4.9%
Packet Switch Analog Synch, 9.6 Kbps	6.5%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps INC	5.1%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps	6.5%
Packet Switch Private Dial, 9.6 Kbps INC	5.1%
Packet Switch Private Dial, 9.6 Kbps	5.1%
Packet Switch Digital, 2.4 Kbps INC	5.1%
Packet Switch Digital, 2.4 Kbps	5.6%
Packet Switch Digital, 4.8 Kbps INC	5.1%
Packet Switch Digital, 4.8 Kbps	5.6%
Packet Switch Digital, 9.6 Kbps INC	5.1%
Packet Switch Digital, 9.6 Kbps	5.6%
Packet Switch Digital, 19.2 Kbps INC	5.1%
Packet Switch Digital, 19.2 Kbps	5.6%
Packet Switch Digital, 56 Kbps INC	5.1%
Packet Switch Digital, 56 Kbps	5.6%
Packet Switch Digital, 64 Kbps INC	5.1%
Packet Switch Digital, 64 Kbps	5.6%
Asynchronous PAD Port	7.6%
Packet Port Term X.25 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.25 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.25 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.25 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.25 Protocol, 56 Kbps	5.9%
Packet Port Term X.25 Protocol, 64 Kbps	7.6%
Packet Port Term X.75 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.75 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.75 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.75 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.75 Protocol, 56 Kbps	7.6%
Packet Port Term X.75 Protocol, 64 Kbps	5.9%
Packet Usage Holding Time, 1/10 min	10.0%
Packet Usage Premium Pckt Access, 1/10 min	5.7%
Packet Usage Data Transport, 1/10 min	6.7%
Packet Usage Data Transport per Kilosegment	5.1%
Packet Usage ISDN Interface per Kilosegment	5.1%
Packet Usage Transaction Charge per Min	5.1%
Hunt Group INC	5.6%
Hunt Group	8.7%
Direct Call INC	67.9%
Reverse Charging Acceptance INC	4.9%
Fast Select Acceptance	4.9%
Fast Select Pckt per Request	4.0%
CUG Group	6.9%
CUG Group Member	67.9%
Additonal NTN	66.6%
Permanent Virtual Circuit	67.9%

Call Redirection	5.3%
AWN per PBX Trunk	24.0%
AWN per Basic Exch or ISDN Line	25.0%
AWN Out of Ntwk Numbers, 10 numbers	30.0%
AWN Out of Ntwk Numbers, 50 numbers	26.4%
AWN 1-9 Trunks or Lines INC	31.4%
AWN 10-50 Trunks or Lines INC	31.0%
AWN Addl 50 Trunks or Lines INC	28.1%
AWN 1-9 Trunks w/CTX INC	35.1%
AWN Grp of 50 Trunks w/CTX INC	33.4%
AWN Out of Ntwk Numbers, 1st 10 INC	24.6%
AWN Out of Ntwk Numbers, per 50 INC	24.6%
AWN Number Input, 1st 10 INC	24.4%
AWN Number Input, per 50 INC	24.1%
AWN Add/Del/Chg up to 10 Trk or Ln INC	35.2%
AWN Chg Access Code or Report Format	27.5%
Digital Trk Dig CO, No Ln Side Svcs	9.9%
Digital Trk Dig CO, No Ln Side Svcs INC	9.9%
Digital Trunking Other CO	9.9%
Digital Trunking Other CO INC	9.9%

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 21%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 29%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Illinois
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A

*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-IN** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-IN** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-IN** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-IN** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Rate Group:	Total Access Lines:
1	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
2	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
3	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7,m Subsection 7.7
Zone 2	See: FCC #2, Section 7,m Subsection 7.7
Zone 3	See: FCC #2, Section 7,m Subsection 7.7

1.8 For modifications of **AM-IN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-IN** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the

calculation results in a fraction of a mile, **AM-IN** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-IN** network, without any changes to **AM-IN**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-IN** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-IN** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-IN** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-IN**.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Rate Class 1)		$ 8.99		See NRC prices below	
	2-Wire Analog - Suburban (Rate Class 2)		$ 8.15		See NRC prices below	
	2-Wire Analog - Metro (Rate Class 1)		$ 8.03		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Rate Class 1)		$ 20.34		See NRC prices below	
	4-Wire Analog - Suburban (Rate Class 2)		$ 19.53		See NRC prices below	
	4-Wire Analog - Metro (Rate Class 3)		$ 19.55		See NRC prices below	
	2-Wire Digital - Rural (Rate Class 1)		$ 10.32		See NRC prices below	
	2-Wire Digital - Suburban (Rate Class 2)		$ 9.86		See NRC prices below	
	2-Wire Digital - Metro (Rate Class 3)		$ 9.87		See NRC prices below	
	4-Wire Digital - Rural (Rate Class 1)		$ 51.07		See NRC prices below	
	4-Wire Digital - Suburban (Rate Class 2)		$ 38.48		See NRC prices below	
	4-Wire Digital - Metro (Rate Class 3)		$ 38.48		See NRC prices below	
	DS3 Loop - Rural (Rate Class 1)		$ 600.85		See NRC prices below	
	DS3 Loop - Suburban (Rate Class 2)		$ 597.90		See NRC prices below	
	DS3 Loop - Metro (Rate Class 3)		$ 526.49		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL - Rural (Rate Class 1)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Suburban (Rate Class 2)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Metro (Rate Class 3)		See 2-Wire Digital		See NRC prices below	
**	2-Wire xDSL Loop - Rural (Rate Class 1)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Suburban (Rate Class 2)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Metro (Rate Class 3)		TBD		TBD	TBD
	4-Wire xDSL Loop - Rural (Rate Class 1)		$ 20.34		See NRC prices below	
	4-Wire xDSL Loop - Suburban (Rate Class 2)		$ 19.53		See NRC prices below	
	4-Wire xDSL Loop - Metro (Rate Class 3)		$ 19.55		See NRC prices below	
Sub-Loops						
**	2-Wire Analog Distribution - Rural (Rate Class 1)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Suburban (Rate Class 2)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Metro (Rate Class 3)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Rural (Rate Class 1)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Suburban (Rate Class 2)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Metro (Rate Class 3)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Rural (Rate Class 1)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Suburban (Rate Class 2)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Metro (Rate Class 3)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Rural (Rate Class 1)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Suburban (Rate Class 2)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Metro (Rate Class 3)		ICB		ICB	ICB
**	Loop Qualification Process		NA		TBD	NA
	DSL Conditioning Options					
**		Removal of Repeater Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
**		Removal Bridged Tap Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
**		Removal of Load Coil Option	TBD		$ 100.00	TBD
	Conditioning of loops over 17.5 kft Option		ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Bus Line Connection		N/A		$ 29.33	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 14.57	N/A
	Res Line Connection		N/A		$ 29.33	N/A

		AIT Generic Rates			
INDIANA		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
DS3 Loop Non-Recurring Charges					
	Administrative	N/A		$ 168.73	N/A
	Design & Central Office	N/A		$ 525.79	N/A
	Customer Connection	N/A		$ 187.37	N/A
Sub Loop Cross Connects					
**	2-Wire	ICB		ICB	ICB
**	4-Wire	ICB		ICB	ICB
DSL Cross-Connects					
**	DSL Shielded Loop to UNE POA Methods 1 - 3	TBD		TBD	TBD
**	2-Wire DSL Non-Shielded Cross-Connect to POA Methods 1- 3	TBD		TBD	TBD
**	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3	TBD		TBD	TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation	$ 19.14		$ -	$ -
Local Switching		**USAGE**			
	Per Originating MOU (statewide)	$ 0.003444		NA	NA
Customized Routing, per Line Class Code, per switch		NA		$ 186.07	
Port Charge Per Month					
	Analog Line Port	$ 5.34		$ 44.01	$ 44.01
	Ground Start Port	$ 5.77		$ 44.01	$ 44.01
	Analog DID Trunk Port	$ 10.69		$ 44.01	$ 44.01
	ISDN BRI Port	$ 27.54		$ 44.01	$ 44.01
	ISDN PRI Port	$ 122.03		$ 662.01	$ 662.01
	Digital Trunking Trunk Port	$ 86.13		$ 662.01	$ 662.01
	DS1 Trunk Port	$ 77.39		$ 662.01	$ 662.01
	Centrex Basic Line Port	$ 9.61		$ 44.01	$ 44.01
	Centrex ISDN BRI Port	$ 45.03		$ 44.01	$ 44.01
	Centrex EKL Line Port	$ 28.09		$ 44.01	$ 44.01
	Centrex Attendant Console Line Port	$ 88.62		$ 88.00	$ 88.00
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		$ 14.14	$ 14.14
	Service Order - Trunk Port, per occasion	NA		$ 324.65	$ 324.65
	Service Order - Record Order, per occasion	NA		$ 12.55	$ 12.55
	Conversion from one port type to another, per each port changed	NA		$ 39.98	$ 39.98
Switch Port Cross Connects					
	Switch Port to Collocation	$ 0.14		NA	NA
	Analog Line Port to Collocation	$ 0.14		NA	NA
	Ground Start Port to Collocation	$ 0.14		NA	NA
	Analog DID Trunk Port to Collocation	$ 0.36		NA	NA
	ISDN BRI Port to Collocation	$ 0.14		NA	NA
	ISDN PRI Port to Collocation	$ 0.36		NA	NA
	Digital Trunking Trunk Port to Collocation	$ 0.36		NA	NA
	DS1 Trunk Port to Collocation	$ 0.36		NA	NA
	Centrex Basic Line Port	$ 0.14		NA	NA
	Centrex ISDN BRI Port	$ 0.14		NA	NA
	Centrex EKL Line Port	$ 0.14		NA	NA
	Centrex Attendant Console Line Port	$ 0.14		NA	NA
Tandem Switching					
	per minute of use (without Tandem Trunks)	$ 0.000307		NA	NA

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Interim Shared Transport			**USAGE**			
	Per Originating Minute of Use (statewide)		$ 0.003795			
	Access Credit per ULS-IST port per month		$ 1.21			
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 38.48		NA	NA
		Zone 2	$ 38.48		NA	NA
		Zone 3	$ 51.07		NA	NA
	DS3	Zone 1	$ 506.05		NA	NA
		Zone 2	$ 506.05		NA	NA
		Zone 3	$ 665.80		NA	NA
	OC3	All Zones	$ 227.86		NA	NA
	OC12	All Zones	$ 376.90		NA	NA
	OC48	All Zones	$ 1,618.11		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 11.10		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 1.65		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 106.79		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 28.62		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 253.39		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 185.74		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 430.24		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 335.19		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 956.83		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 284.15		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 197.61		NA	NA
	DS3 to DS1		$ 260.24		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 410.09		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 88.52		NA	NA
		- Per DS1 Add or Drop	$ 27.34		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 460.47		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 123.31		NA	NA
		- Per DS3 Add or Drop	$ 26.74		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 517.05		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 242.27		NA	NA
		- Per OC3 Add or Drop	$ 111.96		NA	NA
		- Per DS3 Add or Drop	$ 38.32		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.36		NA	NA
	DS3		$ 0.66		NA	NA
	OC3		$ 64.68		NA	NA
	OC12		$ 340.96		NA	NA
	OC48		$ 752.06		NA	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 351.64	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 35.02		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 35.02		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 35.02		NA	NA
		- (2) Per Quarter Route Mile	$ 41.42		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 173.21		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 173.21		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 173.21		NA	NA
		- (2) Per Quarter Route Mile	$ 37.50		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 650.94		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 650.94		$ 2,381.09	NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 650.94		NA	NA
		- (2) Per Quarter Route Mile	$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 322.47	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 527.99	NA
		Carrier Connection Charge - Per Order	NA		$ 458.62	NA
	DS3	Administration Charge - Per Order	NA		$ 251.64	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 562.86	NA
		Carrier Connection Charge - Per Order	NA		$ 305.85	NA
	OC3	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
	OC12	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
	OC48	Administration Charge - Per Order	NA		$ 96.91	NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 430.25	NA
		Carrier Connection Charge - Per Order	NA		$ 628.35	NA
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.014490	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000017	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.014490	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000148	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update)
800 Database			**USAGE**			
	Toll Free Database Query (Regional STP Access)		$ 0.001080	(per query)		
	Call Handling and Destination (Regional STP Access)		$ 0.000134	(per query)		
	Toll Free Database Query (Local STP Access)		$ 0.001211	(per query)		
	Call Handling and Destination (Local STP Access)		$ 0.000265	(per query)		

		AIT Generic Rates			
INDIANA		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 288.78			$ 617.01
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000155			
	Signal Transport/IAM msg	$ 0.000085			
	Signal Formulation/IAM msg	$ 0.000124			
	Signal Tandem Switching/IAM msg	$ 0.000324			
	Signal Switching/TCAP msg	$ 0.000125			
	Signal Transport/TCAP msg	$ 0.000057			
	Signal Formulation/TCAP msg	$ 0.000284			
	Point Code Addition	N/A			$ 21.38
	Global Title Translation Addition	N/A			$ 11.49
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -		NA	
Call Forwarding Variable		$ -		NA	
Call Forwarding Busy Line		$ -		NA	
Call Forwarding Don't Answer		$ -		NA	
Three-Way Calling		$ -		NA	
Speed Calling - 8		$ -		NA	
Speed Calling - 30		$ -		NA	
Auto Callback/Auto Redial		$ -		NA	
Distinctive Ring/Priority Call		$ -		NA	
Selective Call Rejection/Call Blocker		$ -		NA	
Auto Recall/Call Return		$ -		NA	
Selective Call Forwarding		$ -		NA	
Calling Number Delivery		$ -		NA	
Calling Name Delivery		$ -		NA	
Calling Number/Name Blocking		$ -		NA	
Remote Access to Call Forwarding (RACF)		$ -		NA	
Analog Line Port Features:					
Personalized Ring (per arrangement per port)		$ -		NA	
Hunting Arrangement (per arrangement)		$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		$ -			
Basic Centrex Electonic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

	AIT Generic Rates		
INDIANA	**AIT RECURRING**	**AIT NON-REC.**	
	Monthly	Initial	Additional
Call Appearance Call Handling (CACH) EKL			
CACH EKL includes:			
Additional Call Offering (inherent)			
Bridged Call Exclusion			
Bridging			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Intercom			
Key System Coverage for Analog Lines			
Message Waiting Indicator			
Speed Call (Long)			
Speed Call (Short)			
Three-way Conference Calling			
Basic individual features:			
Additional Call Offering			
Call Forwarding Don't Answer			
Call Forwarding Interface Busy			
Call Forwarding Variable			
Calling Number Delivery			
Hunt Group for CSD			
Hunt Group for CSV			
Message Waiting Indicator			
Secondary Only Telephone Number			
Three Way Conference Calling			
ISDN PRI Port Features			
Backup D Channel			
Calling Number Delivery			
Dynamic Channel Allocation			
DID #s - see Analog DID Trunk Port Features			
Analog Trunk Port Features (per feature per port)			
DID #s - per telephone number	$ 0.01	NA	
DS1 Digital Trunk Port Features (per feature per port)			
DID #s - see Analog DID Trunk Port Features			
Unbundled Centrex System Options			
System Initial Establishment per Serving Office - Analog Only	NA	$ 407.35	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	$ 407.35	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	$ 407.35	NA
System Subsequent Change per Serving Office - Analog only system	NA	NA	$ 58.53
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	NA	$ 58.53
System Subsequent Change per Serving Office - ISDN BRI only system	NA	NA	$ 58.53
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only syst	NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only syst	NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex			
Standard feature initialization per Centrex Common Block	$ -	$ 223.22	
System Features (per Centrex Common Block):	$ 310.38	NA	
Automatic Callback Calling/Business Group Callback			
Call Forwarding Variable/Business Group Call Forwarding Variable			
Call Forwarding Busy Line			
Call Forwarding Don't Answer			
Call Hold			
Call Pickup			
Call Transfer - All Calls			
Call Waiting - Intragroup/Business Group Call Waiting			
Call Waiting - Originating			
Call Waiting - Terminating			

	AIT Generic Rates			
INDIANA	**AIT RECURRING**		**AIT NON-REC.**	
	Monthly		Initial	Additional
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)/(CSD) per BRI port				
Standard feature initialization	$ -		$ 223.22	
System features (per Centrex Common Block)	$ 310.38		NA	
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
Custom Access Treatment Code (TX only)				
Denied Origination (TX only)				
Denied Termination (TX only)				
Intercom Dialing (TX only)				
RESALE				
	RESALE DISCOUNTS			
BUSINESS	RECURRING	ON-RECURRING		
LOCAL EXCHANGE SERVICE				
Business 1 Party	21.46%	21.46%		
Business - Measured	21.46%	21.46%		
Customer Operated Pay Telephone (COPT)	21.46%	21.46%		
EXPANDED LOCAL CALLING				
Extended Area Service	21.46%	21.46%		
VERTICAL SERVICES				
Anonymous Call Rejection	21.46%	21.46%		
Repeat Dialing (Auto Redial)	21.46%	21.46%		
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	21.46%	21.46%		
Call Blocker	21.46%	21.46%		
Call Forwarding	21.46%	21.46%		
Call Forwarding - Busy Line	21.46%	21.46%		
Call Forwarding - Busy Line/Don't Answer	21.46%	21.46%		
Call Forwarding - Don't Answer	21.46%	21.46%		

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Automatic CallBack (Call Return)		21.46%	21.46%		
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		21.46%	21.46%		
	Call Trace		21.46%	21.46%		
	Call Waiting		21.46%	21.46%		
	Caller ID WithName (Calling Name)		21.46%	21.46%		
	Caller ID (Calling Number)		21.46%	21.46%		
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		21.46%	21.46%		
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		21.46%	21.46%		
	Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%		
	Selective Call Forwarding		0.00%	0.00%		
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		21.46%	21.46%		
	Remote Call Forwarding-Per Feature		21.46%	21.46%		
	RCF, Interstate, Interexchange		21.46%	21.46%		
	RCF, Intrastate		21.46%	21.46%		
	RCF, Interstate, International		21.46%	21.46%		
	RCF, Intrastate, Interexchange		21.46%	21.46%		
	RCF to 800		21.46%	21.46%		
	RCF Additional		21.46%	21.46%		
	Speed Calling 8		21.46%	21.46%		
	Speed Calling 30		21.46%	21.46%		
	Three Way Calling		21.46%	21.46%		
	Call Screening		21.46%	21.46%		
	Busy Line Transfer		21.46%	21.46%		
	Alternate Answer		21.46%	21.46%		
	Message Waiting - Tone		21.46%	21.46%		
	Easy Call		21.46%	21.46%		
	Prime Number Service		21.46%	21.46%		
	AMERITECH Privacy Manager		21.46%	21.46%		
	Name and Number Delivery Service		21.46%	21.46%		
	DID					
	DID		21.46%	21.46%		
	TRUNKS					
	Trunk		21.46%	21.46%		
	AIN					
	Area Wide Networking		21.46%	21.46%		
	Ameritech Switch Alternate Routing (ANSAR)		21.46%	21.46%		
	Ameritech Customer Location Alternate Routing (ACLAR)		21.46%	21.46%		
	OTHER					
	Grandfathered Services		0.00%	0.00%		
	Promotions (Greater than 90 days)		21.46%	21.46%		
	TouchTone (Business)		21.46%	21.46%		
	TouchTone (Trunk)		21.46%	21.46%		
	900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
	976 (976 Information Delivery Service)		0%	0%		
	Access Services (See Access Tariff)		0%	0%		
	Additional Directory Listings		21.46%	21.46%		
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
	Connection Services		21.46%	21.46%		
	Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
	Shared Tenant Service		0%	0%		
	ISDN					
	ISDN		21.46%	21.46%		
	DIRECTORY ASSISTANCE SERVICES		21.46%	21.46%		
	Local Operator Assiustance Service		21.46%	21.46%		
	TOLL					
	TOLL		21.46%	21.46%		
	OPTIONAL TOLL CALLING PLANS					
	Optional Toll Calling Plans		21.46%	21.46%		

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	CENTREX (PLEXAR)					
	Ameritech Centrex Service ACS		21.46%	21.46%		
	Ameritech Centrex Network Manager		0.00%	0.00%		
	PRIVATE LINE					
	Analog Private Lines		21.46%	21.46%		
	Private Line Channel Services		21.46%	21.46%		
	RESIDENCE		***RESALE DISCOUNTS***			
	LOCAL EXCHANGE SERVICE		RECURRING	ON-RECURRING		
	Life Line		0.00%	0.00%		
	Residence 1 Party		21.46%	21.46%		
	Residence Measured		21.46%	21.46%		
	EXPANDED LOCAL CALLING					
	Extended Area Service		21.46%	21.46%		
	VERTICAL SERVICES					
	Anonymous Call Rejection		21.46%	21.46%		
	Repeat Dialing (Auto Redial)		21.46%	21.46%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		21.46%	21.46%		
	Call Blocker		21.46%	21.46%		
	Call Forwarding		21.46%	21.46%		
	Call Forwarding - Busy Line		21.46%	21.46%		
	Call Forwarding - Busy Line/Don't Answer		21.46%	21.46%		
	Call Forwarding - Don't Answer		21.46%	21.46%		
	Automatic Call-Back (Call Return)		21.46%	21.46%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		21.46%	21.46%		
	Call Trace		21.46%	21.46%		
	Call Waiting		21.46%	21.46%		
	Caller ID with Name (Calling Name)		21.46%	21.46%		
	Caller ID (Calling Number)		21.46%	21.46%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		21.46%	21.46%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		21.46%	21.46%		
	Remote Access to Call Forwarding (GF)		0.00%	0.00%		
	RCF, Interstate, Interexchange		21.46%	21.46%		
	RCF, Intrastate		21.46%	21.46%		
	RCF, Interstate, International		21.46%	21.46%		
	RCF, Intrastate, Interexchange		21.46%	21.46%		
	RCF to 800		21.46%	21.46%		
	RCF Additional		21.46%	21.46%		
	Selective Call Forwarding		21.46%	21.46%		
	Speed Calling 8		21.46%	21.46%		
	Three Way Calling		21.46%	21.46%		
	Call Screening		21.46%	21.46%		
	Busy Line Transfer		21.46%	21.46%		
	Alternate Answer		21.46%	21.46%		
	Message Waiting - Tone		21.46%	21.46%		
	Easy Call		21.46%	21.46%		
	AMERITECH Privacy Manager		21.46%	21.46%		
	Name and Number Delivery Service		21.46%	21.46%		
	ISDN					
	ISDN		21.46%	21.46%		

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	OTHER (Resale)					
	DIRECTORY ASSISTANCE SERVICES		21.46%	21.46%		
	Local Operator Assiustance Service		21.46%	21.46%		
	OTHER					
	Grandfathered Services		0.00%	0.00%		
	Promotions (Greater than 90 Days)		21.46%	21.46%		
	TouchTone		21.46%	21.46%		
	Home Services Packages		21.46%	21.46%		
	900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
	976 (976 Information Delivery Service)		0%	0%		
	Access Services (See Access Tariff)		0%	0%		
	Additional Directory Listings		21.46%	21.46%		
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
	Connection Services		21.46%	21.46%		
	Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
	Shared Tenant Service		0%	0%		
	TOLL					
	Custom and Dedicated 800 Service (Home 800)		21.46%	21.46%		
	IntraLATA MTS		21.46%	21.46%		
	Toll Restriction		21.46%	21.46%		
	Electronic Billing Information Data (daily usage)		$0.00			
	per message					
	Local disconnect Report (LDR)					
	Per WTN		$0.00			
	Line Connection Charge					
	Residence			N/A		
	Business			N/A		
	Service Order/Service Request Charge					
	Residence			$21.21		
	Business			$30.63		
	Non-Electronic (Manual) Service Order Charge					
	Residence			$9.02		
	Business			$9.02		
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.16		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Directory Assistance Listings (DAL)					
	Dialing Parity Listings License (DPLL)					
		Basic (for local and local toll DA service)				
		- Initial Load, per listing	NA		$ 0.033	NA
		- Updates, per listing	NA		$ 0.033	NA
		- Monthly Fulfillment Cost	$ 1,365.09		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,378.58	NA
		Expanded Use (for local, local toll, and national DA service)				
		- Initial Load, per listing	NA		$ 0.033	NA
		- Updates, per listing	NA		$ 0.0579	NA
		- Monthly Fulfillment Cost	$ 1,148.00		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 5,378.58	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per occurrence	$ 0.42		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
RECIPROCAL COMPENSATION						
	Tandem Switching					
		per minute of use	$ 0.000307		NA	NA
	Shared Transport					
		Termination per Minute of Use (Statewide)	$ 0.000102		NA	NA
		Facility per Minute, per Mile (Statewide)	$ 0.000005		NA	NA
	Local Switching					
		Per Originating or Terminating MOU (Statewide)	$ 0.004097		NA	NA
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004388		NA	
	Tandem Termination					
		per minute of use	$ 0.000095		NA	
	Tandem Facility					
		per minute of use	$ 0.000056		NA	
COLLOCATION						
		Applicable to Cageless Physical Collocation Only				
		Order Charge/Connect Order			$ 341.88	
		Order Charge/Disconnect Order			$ 8.73	
		COBO per Initial bay			$ 23,153.21	
		50%			$ 11,576.61	
		25%			$ 5,788.30	
		COBO ea addl bay			$ 3,455.28	
		50%			$ 1,727.64	
		25%			$ 863.82	
		CO Floor Space/bay	$ 7.23			

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Applicable to Caged Physical & Shared Cage Physical Collocation Only					
		Order Charge per Connect Order			$ 471.74	
		Order Charge/Disconnect order			$ 8.73	
		COBO per initial 50 sqft			$ 34,933.89	
		50%			$ 17,466.95	
		25%			$ 8,733.47	
		COBO ea addl 50 sqft			$ 9,936.59	
		50%			$ 4,968.30	
		25%			$ 2,484.15	
		Enclosure 1st 50 sqft			$ 2,444.20	
		enclosure ea addl 50 sqft			$ 1,118.71	
		CO floor space/50 sqft	$ 166.32			
		Applicable to All Physical Collocation Offerings				
		Cable Pulling Ca Vault to Node -1st ft			$ 182.65	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.83	
		Power Delivery/Power lead			$ 1,804.42	
		Space Reservation			$ 654.71	
		Entrance Conduit/innerduct/ft	$ 0.08			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.88			
		Passive bay Term (bay&Panel)/DS3 term	$ 11.26			
		200 Conductor Block (outside node)	$ 103.59			
		Digital Timing Source/synch signal provided	$ 20.77			
		DS1 repeater	$ 9.64			
		DS3 repeater	$ 55.96			
		Security Photo ID card/card			$ 8.62	
		Applicable to All Physical & Virtual Collocation Offerings				
		Cable Vault Splicing - per initial			$ 204.13	
		Cable Vault Splicing - per subsequent			$ 15.16	
		Splice Testing - per Initial			$ 46.82	
		Splice Testing - per subsequent			$ 2.76	
		Cable Pulling MH to Cable Vault-1st ft			$ 221.48	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 1.10	
		Diverse Riser/flr traversed			$ 599.38	
		Power Consumption/Fuse Amp	$ 6.88			
		Power Msmt Billing/Customer Arrgt	N/A			
		Power Consumption/KWH	N/A			
		Power Msmt/Customer Arrgt			N/A	
		Power Msmt Engrg Charge/Existing Arrgt			N/A	
		200 Conductor Electrical Cross Connect Block	$ 103.59			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 24.66			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 77.25			
		Optical Cross-Conn panel/OCX Panel segment	$ 9.54			
		Riser space/ft	$ 1.44			
		Applicable to Virtual Collocation Only				
		Service Order			$ 113.39	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 82.65	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.83	
		Proj Mgmt Fee - initial 7' bay			$ 2,618.81	
		Proj Mgmt Fee - ea subs 7' bay			$ 1,309.41	
		Proj Mgmt Fee - initial shelf			$ 1,964.11	
		Proj Mgmt Fee - ea addl shelf			$ 1,178.46	
		Proj Mgmt Fee - per rearrangement			$ 1,571.29	
		Power Delivery/7' Bay			$ 1,804.42	
		Thru Connect per DSX1 to DSX1	$ 0.36		$ 71.00	
		Thru Connect per OCX to OCX	$ 2.61		$ 7.00	
		7' bay (Co. provided/installed)/bay	$ 19.08		$ 393.71	
		7' bay (cust provided/installed)/bay	$ 35.47			
		Riser Space/fiber termination	$ 2.46			
		Digital Timing Source/timing ckt	$ 4.14			
		Entrance Facility/ft	$ 0.08			

			AIT Generic Rates			
INDIANA			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)				
		Cable Racking/ft	$ 1.22			
		Project Mgmt Fee			$ 872.73	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Discount existing rate in underlying agreement 22%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 23.2%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 30.4%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion		*	N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Indiana
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A

*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
			CLLI Code	
E9-1-1 Coordinator	CLEC Telco ID			
			"Connect Signal" Digits(4)	Estimated # of EAAs
	CLEC Service Area Definition:		1 - 1	
9-1-1 Database Manager			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & **SBC-SNET** E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			

FOOTNOTES:
(1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
(2) n/a
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

Agreement No. _____

MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (KANSAS)

This Agreement dated _____, 2000, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): New Edge Network, Inc. d/b/a New Edge Networks.

Applicant maintains offices in this State at the following address:

_____.

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to

47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[X] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I: Schedule of Rates, Fees, and Charges

APPENDIX II: Identification of Applicant

APPENDIX III: Administrative Forms and Notices

SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant
APPENDIX IV:	Insurance Requirements
APPENDIX V:	Nondisclosure Agreement
APPENDIX VI:	Notices to Applicant
APPENDIX VII:	Notices to SWBT
APPENDIX VIII:	Identification of Utility Liaison Supervisor (ULS)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant to perform work on Applicant's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of Applicant's ducts or facilities which connect to SWBT's conduit system as

provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. If, by agreement of the parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

3.07 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts will not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT will be deemed available for assignment.

3.08 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to our placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Agreement shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.09 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.10 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other equipment within any part of SWBT's conduit system.

3.11 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" refers only to conduit systems owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.12 Construction District. The term "construction district" refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.13 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.14 Duct. The term "duct" refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a "duct" is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of SWBT's conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Agreement has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Agreement, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or place its facilities in SWBT's ducts, conduits, or rights-of-way.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and SWBT's field inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by SWBT is required before facilities described

in the application are installed in the space requested. The term "license" refers to licenses issued by SWBT pursuant to this Agreement and may, if the context requires, refer to licenses issued by SWBT before the date of this Agreement. The parties' use of the term "license" in this Agreement shall not be construed as conferring authority or discretion on SWBT's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include SWBT.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used, on a short-term basis, for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Agreement and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement. No more than one full-sized duct within any given conduit section will be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.07) for assignment to SWBT, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to

ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on SWBT's behalf in furtherance of SWBT's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SWBT's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the presence of cables or other facilities on a pole, in a duct or conduit, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over an existing cable and strand.

3.30 Person acting on Applicant's behalf. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms specifically include, but are not limited to, Applicant, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Applicant and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by Applicant to perform make-ready work shall be deemed to be a person acting on Applicant's behalf while performing such work at Applicant's request.

3.31 Person acting on SWBT's behalf. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations,

partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms specifically include, but are not limited to, SWBT, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by SWBT and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SWBT to perform make-ready work shall be deemed to be a person acting on SWBT's behalf while performing such work at SWBT's request.

3.32 Pole. The term "pole" refers to all SWBT poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to poles (and associated anchors) which are owned or controlled by SWBT and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Agreement, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SWBT. The term "pole attachment" includes all such facilities attached to or supported by a SWBT pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, Applicant's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SWBT or by persons acting on SWBT's behalf for the primary purpose of:

(a) Confirming or determining the existing availability and capacity of a pole, duct, conduit, or right-of-way and identifying capacity, safety,

reliability, or engineering concerns, if any, relating to Applicant's application;

(b) Confirming or determining the extent, if any, to which modifications to SWBT's poles, ducts, conduits, or right-of-ways are required to accommodate Applicant's facilities;

(c) Confirming or determining what make-ready work, if any, will be required to prepare SWBT's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(d) Estimating the costs, if any, that Applicant will be required to pay for any such facilities modification, capacity expansion, or make-ready work.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by Applicant or persons acting on Applicant's behalf for the primary purpose of enabling Applicant to determine:

(a) Whether SWBT's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for Applicant's intended use;

(b) The extent, if any, to which modifications of SWBT's poles, ducts, conduits, or rights-of-way will be proposed by Applicant to expand the capacity of SWBT's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(c) What other capacity expansion or make-ready work, if any, will be proposed by Applicant to prepare SWBT's poles, ducts, conduits, and rights-of-way to accommodate Applicant's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by Applicant and SWBT, respectively, to coordinate arrangements for Applicant's access to SWBT's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SWBT's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between Applicant and the Utility Liaison Supervisor.

3.38 Rights-of-way. The term "rights-of-way" refers to all SWBT rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or through property of another party for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way

include but are not limited to (a) public rights-of-way which SWBT may occupy as permitted by law for the placement of its facilities (e.g., rights-of-way on, under, or over streets, highways, and other public roads) and (b) easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority authorizing SWBT to pass over, place facilities on, and have rights of ingress and egress to the property of such property owners. Rights-of-way may also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities. Except as the context otherwise requires, the term "rights-of-way" as used in this Agreement refers only to rights-of-way owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment buried or located on such rights-of-way, (b) public rights of way (which are owned by and subject to the control of governmental entities), or (c) any space which is owned and controlled by a third-party property owner and occupied by SWBT with permission from such owner rather than as a matter of legal right. As used in this Agreement, the term "right-of-way" may also include certain fee-owned or leased property acquired by SWBT for the specific purpose of installing poles, ducts, or conduits or burying underground cables which are part of SWBT's network distribution facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Kansas.

3.42 State Commission. The term "State Commission" refers to the Kansas Corporation Commission.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Agreement (that is, persons and entities other than Applicant and SWBT).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SWBT to be responsible for handling and processing requests for access to SWBT's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Agreement or in the parties' interconnection agreement, if any, the ULS shall serve as Applicant's single point of contact for arranging access to SWBT's poles, ducts, conduits, and rights-of-way and access to SWBT's records relating to SWBT's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in APPENDIX VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Agreement.

3.48 "Vicinity of …". When used in terms such as "vicinity of SWBT's conduit system," "vicinity of SWBT's poles," "vicinity of SWBT's rights-of-way," or "vicinity of SWBT's poles, ducts, conduits, or rights-of-way," the term "vicinity of …" includes sites on, within, near to, surrounding, or adjoining SWBT's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SWBT pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Agreement establishes the rates, terms, conditions, and procedures for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether such poles, ducts, conduits, or rights-of-way are located on public or private property; provided, however, that nothing contained in this Agreement shall be construed as a grant of access to any facilities which are not poles, ducts, conduits, or rights-of-way subject to the Pole Attachment Act or to any poles, ducts, conduits, rights-of-way, facilities, or property owned and controlled by parties other than SWBT. Separate tariffs or agreements, including other portions of the parties' interconnection agreement, and not this Agreement, shall govern Applicant's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

(a) SWBT's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SWBT's central offices;

(b) Controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

(c) Ducts and conduits located within buildings owned by SWBT; and

(d) Ducts, conduits, equipment rooms, and similar spaces located in space leased by SWBT from third-party property owners for purposes other than to house cables and other equipment in active service as part of SWBT's network distribution operations.

4.02 No Transfer of Property Rights to Applicant. Nothing contained in this Agreement or any license subject to this Agreement shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Agreement and licenses subject to this Agreement shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in Applicant any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of Applicant's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.

4.03 No Effect on SWBT's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(d) of this section, nothing contained in this Agreement or any license subject to this Agreement shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT's interest in any of SWBT's poles, ducts, conduits, or rights-of-way.

(a) SWBT shall give Applicant no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which Applicant has attached or placed facilities pursuant to this Agreement or (2) with respect to which Applicant has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

(b) SWBT represents that prior to the effective date of this Agreement, and prior to enactment of the Telecommunications Act of 1996, SWBT entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require SWBT to transfer or convey poles to such electric utilities from time to time. Nothing contained in this Agreement shall abridge the rights of SWBT or any electric utility under any contract executed prior to the effective date of this Agreement. In the event of any transfer or conveyance of poles to an electric utility pursuant to such a joint pole agreement, SWBT will, at Applicant's request, provide Applicant and the transferee utility with such information as may be necessary to minimize any burdens to Applicant which may arise out of or in connection with the transfer or conveyance.

(c) Transfers of SWBT's poles, ducts, conduits, and rights-of-way shall be subject to Applicant's rights at the time of transfer. Applicant shall, at the request of SWBT or the transferee, provide SWBT or the transferee with all information required to assess Applicant's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. Applicant shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, Applicant shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.

(d) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SWBT or to any entity which acquires or succeeds to ownership of substantially all of SWBT's assets shall be subject to Applicant's rights under this Agreement and licenses subject to this Agreement.

4.04 No Effect on SWBT's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way. Subject to Applicant's rights under this Agreement and applicable federal and state laws, rules, regulations, and commission orders, including, but not limited to, 47 C.F.R. §1.1403 (requiring 60 days' notice of contemplated modifications), SWBT may (a) locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Agreement at any time and in any manner as SWBT deems appropriate and (b) enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to SWBT's poles or place facilities in or on SWBT's ducts, conduits, or rights-of-way.

4.05 No Right to Interfere. Except to the extent expressly provided by the provisions of this Agreement, the provisions of this Agreement shall not be construed as authorizing either party to this Agreement, or persons acting on their behalf, to rearrange or interfere

in any way with (a) the facilities of the other party or joint users, (b) the use of or access to such facilities by the other party or joint users, or (c) the ability of either party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.

4.06 Required Franchises, Permits, Certificates, and Licenses. This Agreement shall not be construed as relieving either party from any obligations it may have to obtain legal authority to construct, operate, maintain, repair, and remove its facilities on public or private property (including but not limited to any required franchises, permits, certificates, licenses, easements, or the like) from all appropriate public authorities and private persons or entities.

4.07 DISCLAIMER OF WARRANTIES. SWBT MAKES NO REPRESENTATIONS THAT SWBT'S POLES, DUCTS, CONDUITS, OR RIGHTS-OF-WAY ARE SUITABLE FOR APPLICANT'S INTENDED USES. SWBT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THIS AGREEMENT, SWBT MAKES NO IMPLIED WARRANTIES OF ANY KIND.

4.08 Third-party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SWBT and Applicant agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public rights-of-way, including public rights-of-way which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, SWBT and Applicant shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.02 Private Rights-of-Way Not Owned or Controlled by Either Party. SWBT and Applicant agree that neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Subject to the procedures set forth in Section 5.04 below, each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.03 Access to Rights-of-Way Generally. Each pole attachment and conduit occupancy assignment or license made, issued, or subject to this Agreement shall include

access to and use of all associated rights-of-way including, but not limited to, rights-of-way required by Applicant for ingress, egress, or other access to any sites where SWBT's poles or any part of SWBT's conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. At locations where SWBT has access to third-party property pursuant to non-exclusive rights-of-way, SWBT shall not interfere with Applicant's negotiations with third-party property owners for similar access or with Applicant's access to such property pursuant to easements or other rights-of-ways obtained by Applicant from the property owner; provided, however, that neither party shall conduct activities on such right-of-way which interfere with the facilities of the other party or with the other party's access to and use of its own facilities. At locations where SWBT has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SWBT shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits SWBT to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (a) a pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the right-of-way plus (b) any other documented legal, administrative, and engineering costs incurred by SWBT in obtaining the right-of-way and processing Applicant's request for access. Applicant's pro rata portion of the charge paid by SWBT shall be negotiated on a case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

5.04 Special Procedures for Obtaining Access to Third-party Property. Although SWBT will afford access to rights-of-way owned or controlled by it and permit Applicant to utilize SWBT's rights-of-way to the extent that SWBT has legal authority to do so, Applicant acknowledges that SWBT may not own or control certain rights-of-way to the extent necessary to permit Applicant full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party property in those situations in which SWBT does not have authority to permit Applicant access or either party has a good faith belief that SWBT does not have such authority:

(a) Applicant will first attempt to obtain right-of-way directly from the property owner.

(b) If Applicant has the right of eminent domain under state law, Applicant will independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(c) If Applicant is unable to obtain access to a right-of-way under subsections (a) or (b) above, Applicant may request in writing that SWBT exercise its right of eminent domain to condemn the right-of-way for Applicant's use and SWBT will respond to Applicant's written request within 45 days. SWBT will exercise its right of eminent domain on Applicant's behalf only if permitted to do so under applicable state law, and only if Applicant agrees to bear all costs and expenses, including but not limited to legal fees, arising out of or in connection with the condemnation proceedings.

5.05 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SWBT will provide Applicant nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 and 5.04 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SWBT will place no restrictions on access to such rights-of-way that are more restrictive than those SWBT places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting Applicant access to such structures.

5.06 Access to Building Entrance Facilities, Building Distribution Facilities, and Equipment Rooms. The parties acknowledge that ownership and control of building entrance and distribution ducts, building entrance and distribution conduits, building entrance and building distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar spaces will vary from location to location and that the respective rights of third-party property owners, tenants in buildings owned by third-party property owners, telecommunications carriers, cable television systems, and other providers of telecommunications services with respect to such ducts, conduits, and spaces must be determined on a case-by-case basis. Each party shall, when feasible, directly obtain from third-party property owners such access to building entrance and building distribution ducts, building entrance and building distribution conduits, building entrance and distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and other similar areas as may be needed by such party to serve the building owner and tenants located within buildings owned by third parties or to access other space in the building occupied or to be occupied by such party. In those situations in which Applicant cannot obtain from the building owner access on terms satisfactory to Applicant, Applicant may

request access from SWBT as provided in Sections 5.03-5.04 of this Agreement; provided, however, that a separate, building-specific notice of intent to occupy under Section 8.02(b) or license application under Section 9.02, including such additional information as may be necessary to identify the space to be occupied and the facilities to be placed in such space, shall be required for access to the facilities and space subject to this section. Any such notice or application shall conspicuously note on its face that access to building entrance or building distribution facilities or space is being sought. Applicant acknowledges that SWBT must, before providing access to building space and facilities located on or within third-party property, review applicable legal documents and physical arrangements relating to the property, including physical arrangements within the building. Upon completion of that review, SWBT will notify Applicant whether Applicant's request can be granted under this Agreement, will require access arrangements under a tariff or other applicable agreement, or will require other special handling (e.g., direct negotiations with the third-party property owner). Pending such notice, Applicant may not occupy any duct, conduit, or space subject to this section pursuant to Section 8.03 without SWBT's express written consent but may exercise occupancy rights obtained directly from the building owner. If SWBT has lawful authority to provide such access and is required by the Pole Attachment Act to do so, SWBT shall provide Applicant access under this Agreement. Such access shall be negotiated on a case-by-case basis taking into account any special legal, technical, security, or construction considerations applicable to the ducts, conduits, or space which Applicant seeks to access. Such access, when provided, shall only include access to ducts, conduits, and available space (as distinguished from access to cables and other equipment not subject to the Pole Attachment Act). Such access shall be subject to such reasonable terms and conditions as may be appropriate to protect the equipment and other property of the parties and third parties, the reliability of the parties' networks and the networks of third parties, and the privacy of communications carried over the parties' networks and networks of third parties.

(a) Applicant's access, if any, to building entrance ducts and building entrance conduits entering SWBT-owned buildings (including but not limited to central offices) and access, if any, to other building entrance and building distribution facilities and space located within such buildings shall be arranged under and shall be subject to tariffs, agreements, and, if applicable, commission or court orders establishing such access rights rather than this Agreement.

(b) Applicant's access to and use of building entrance ducts, building entrance conduits, building entrance space, and other building entrance facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building entrance duct, building entrance conduit, or other building entrance space, or if SWBT has sufficient control over a

building entrance duct, building entrance conduit, or other building entrance space to permit other telecommunications carriers or cable television systems to have access to such ducts, conduits, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building entrance ducts, building entrance conduits, or other building entrance space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charge for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the building entrance duct, building entrance conduit, or building entrance space and (2) any other documented legal, administrative, engineering and construction costs incurred by SWBT to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(c) Applicant's access to and use of building distribution ducts, building distribution conduits, building distribution space, and other building distribution facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building distribution duct, building distribution conduit, or other building distribution space, or if SWBT has sufficient control over a building distribution duct, building distribution conduit, or other building distribution space to permit other telecommunications carriers or cable television systems to have access to such duct, conduit, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to

indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building distribution ducts, building distribution conduits, or other building distribution space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges) paid by SWBT to obtain the building distribution duct, building distribution conduit, or building distribution space and (2) any other documented legal, administrative, engineering costs and construction costs incurred by SWBT to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(d) Access to equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar areas located in buildings owned and controlled by third-parties shall be subject to access as provided in subsection (c); provided, however, that when any such room or space is leased to SWBT on an exclusive basis (as may be the case if the room or space will be used to house remote switching equipment, pair gain equipment, or other network equipment used to provide or support telecommunications services to customers at locations outside the building in which such room is located), access, if any, shall be also subject to facilities collocation tariffs, agreements, or arrangements.

(e) Nothing contained in this section shall be construed as authorizing Applicant to occupy space owned or controlled by third parties or to utilize third-party facilities or property without permission or authority from the owner of such property, where such permission or authority is required. Neither this section nor any license or permission granted under or subject to this section shall be construed as a representation by SWBT to Applicant that Applicant has the right to have access to or occupy any duct, conduit, or space owned and controlled by a third-party property owner or to utilize any telecommunications equipment owned or controlled by SWBT or any third party (including but not limited to owner- or tenant-owned cables, wires, and equipment located on the customer side of any network interface device).

(f) If Applicant has been granted access to a building entrance or building distribution duct, conduit, or space pursuant to this section, Applicant shall, at SWBT's request, relinquish such access to SWBT if it is subsequently determined that Applicant's use of such space will preclude SWBT from meeting carrier- or provider-of-last-resort obligations to customers on the premises affected.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. Applicant agrees that Applicant's facilities attached to SWBT's poles or occupying space in SWBT's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement.

6.02 Design to Minimize the Need for Access to SWBT's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SWBT's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and sound engineering practice, SWBT will permit Applicant at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. Applicant acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities, the safety of personnel working on or in SWBT's poles, ducts, or conduits, and does not render unusable other available space on the pole or in the duct or conduit. Except as otherwise agreed to by the parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with SWBT's specifications and at Applicant's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by SWBT. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.07) for assignment.

6.04 Published Standards. SWBT and Applicant agree that the following standards equally apply to either party with respect to facilities attached to or placed in SWBT's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SWBT's conduit system after the effective date of this Agreement shall meet the electrical design specifications set forth in this section.

(a) No facilities shall be placed in SWBT's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SWBT's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

(b) Facilities placed in SWBT's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in SWBT's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

(d) No coaxial cable shall be placed in SWBT's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in SWBT's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not

exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

(f) The integrity of SWBT's conduit system and overall safety of personnel require that "dielectric cable" be used within SWBT's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmission facilities such as the facilities of a power utility.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SWBT's conduit system following the effective date of this Agreement shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Agreement or licenses subject to this Agreement, Applicant's facilities shall enter SWBT's conduit system at locations consistent with the physical design specifications that SWBT applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SWBT's conduit or ducts.

(c) Neither party shall circumvent the corrosion mitigation measures of the other party or joint users.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SWBT will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SWBT's own business purposes and to accommodate Applicant and other joint users; provided, however, that SWBT will not be required to install inner duct in advance of need or in anticipation of potential future requests for access by Applicant and other joint users. In addition, the parties shall, in accordance with SWBT's duct selection standards, install cables in inner duct when cable diameters permit.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Agreement or licenses subject to this Agreement, or as

mutually agreed upon by the parties in writing, the following specifications apply to connections of Applicant's ducts and conduits to SWBT's conduit system:

(a) Applicant shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SWBT's conduit system except as provided in this Agreement, in licenses subject to this Agreement, or as mutually agreed upon by the parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding Applicant or qualified personnel acting on Applicant's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of Applicant's cable.

(c) Where Applicant's duct or facility physically connects with SWBT's conduit system, the section of Applicant's duct or facility which connects to SWBT's conduit system shall be installed by SWBT or its contractor at Applicant's expense (which will be SWBT's actual costs or the price charged SWBT by the contractor performing such work). SWBT will perform this work in an interval consistent with the intervals SWBT performs the same or similar types of work for itself. If SWBT's interval for beginning or completing this work does not meet Applicant's needs, Applicant may arrange for the work to be performed by an authorized contractor selected by Applicant from a list, jointly developed by Applicant and SWBT, of mutually agreed contractors qualified to perform such work. Work performed by an authorized contractor selected by Applicant to perform work under this subsection shall be performed in accordance with both parties' specifications and in accordance with both parties' standards and practices. Each party shall indemnify, on request defend, and hold the other party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying party or by persons acting on the indemnifying party's behalf under this subsection.

(d) SWBT will have the option to monitor the entrance and exit of Applicant's facilities into SWBT's conduit system and the physical placement of Applicant's facilities in and removal of such facilities from any part of SWBT's conduit system. Notice requirements for such monitoring are addressed in Section 6.11 of this Agreement.

(e) If Applicant constructs or utilizes a duct (other than a duct owned or controlled by SWBT) which is connected to SWBT's conduit system, the duct and all connections between that duct and SWBT's conduit

system shall be sealed to prevent the entry of gases or liquids into SWBT's conduit system. If Applicant's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids into SWBT's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. Except as otherwise specifically provided in this Agreement, Applicant shall be responsible for selecting the employees and contractors who will perform work on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant, its contractors, subcontractors, and other vendors acting on Applicant's behalf shall also be responsible for selecting the personnel who perform work on Applicant's behalf at such sites, directing the work performed by such personnel, compensating their respective employees, and complying with all applicable laws, rules, regulations, and agency orders relating to withholding taxes, social security taxes, and other employment-related taxes. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SWBT, Applicant and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, to assure the financial responsibility of all persons and entities performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, and to protect the public at large. The requirements of this section (other than the provisions of subsection (h)) shall be reciprocal and shall apply to SWBT and personnel acting on SWBT's behalf to the same extent they apply to Applicant.

(a) Contractors, subcontractors, and other vendors, including authorized contractors, performing work on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way shall meet the same financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and vendors performing work on SWBT's behalf on, within, or in the vicinity of such poles, ducts, conduits, or rights-of-way. SWBT shall advise Applicant of SWBT's requirements and any changes in such requirements. Applicant shall be solely responsible for assuring compliance with such requirements by contractors, subcontractors, and other vendors acting on Applicant's behalf and shall be liable to SWBT for any injury, loss, or damage suffered by SWBT as a result of its failure to do so.

(b) Only properly trained persons shall work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant shall be responsible for determining that all such persons acting on Applicant's behalf have proper training.

(c) Neither Applicant nor any person acting on Applicant's behalf shall permit any person to climb or work on SWBT's poles or in the vicinity of SWBT's poles, or enter SWBT's manholes or work within or in the vicinity of SWBT's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

(d) Neither Applicant nor any person acting on Applicant's behalf shall permit any person acting on Applicant's behalf to perform any work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SWBT's conduit system) are sufficiently safe for the work to be performed. If Applicant or any person acting on Applicant's behalf determines that the condition of any pole, duct, conduit, conduit system, or right-of-way is not safe enough for the work to be performed, Applicant shall notify SWBT of conditions at the site and shall not proceed with the work until Applicant is satisfied that the work can be safely performed.

(e) Neither Applicant nor any person acting on Applicant's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(f) When Applicant or personnel performing work on Applicant's behalf are working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, such personnel shall follow procedures which Applicant deems appropriate for the protection of persons and property. Applicant and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Applicant and its contractors shall provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. Applicant and its contractors shall have sole responsibility for the safety of all personnel performing work on Applicant's behalf, for the safety of bystanders, and for insuring that all operations performed by persons acting on Applicant's behalf conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

(g) Neither Applicant nor any persons acting on Applicant's behalf shall engage in any conduct which damages public or private property in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, interferes with the use or enjoyment of such public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of Applicant's facilities, failure to remove such facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to exclude others from the premises or give notice to others of unsafe conditions on the premises while work performed on Applicant's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

(h) Applicant shall promptly suspend activities on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way (other than sites owned or controlled by Applicant) if notified by SWBT that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). Applicant shall not resume such activities on or in the vicinity of SWBT's poles or rights-of-way until Applicant is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both Applicant and SWBT are satisfied that the work may safely proceed and that hazardous conditions at the site have been rectified. In the event that SWBT requires Applicant to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT shall reimburse Applicant for actual costs resulting from the delay.

(i) All personnel acting on Applicant's behalf shall, while working on or in SWBT's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SWBT employee or representative, produce such identification.

(j) Applicant and persons acting on Applicant's behalf are encouraged to report unsafe conditions on, within, or in the vicinity of SWBT's poles or conduit system to SWBT.

(k) Applicant shall establish sufficient controls and safeguards to assure compliance with all provisions of this section.

6.10 <u>Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems</u>. When

Applicant, its contractors, and other persons acting on Applicant's behalf perform work for Applicant within or in the vicinity of SWBT's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the parties in writing, Applicant shall not "rod" or clear any duct or inner duct in SWBT's conduit system other than a duct or inner duct assigned to Applicant. Following the assignment of a specific duct or inner duct to Applicant, Applicant may request that SWBT rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT will assign the next available duct or inner duct to Applicant. Applicant's request for assignment of the next available duct shall be in writing, may be transmitted to SWBT via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SWBT's own personnel.

(b) Personnel performing work within SWBT's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SWBT's conduit system.

(c) Personnel performing work within or in the vicinity of SWBT's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of Applicant's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SWBT and applicable to SWBT's own facilities.

(e) Applicant's facilities shall be plainly identified with Applicant's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SWBT for its own facilities.

(f) Manhole pumping and purging required in order to allow Applicant's work operations to proceed shall be performed by Applicant or its contractor in accordance with the requirements of Sections 6.14 and 6.15 of this Agreement.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by Applicant or personnel performing work on Applicant's behalf within or in the vicinity of SWBT's conduit system shall be of a type approved by SWBT and included on SWBT's then-current list of approved types of leak-detection liquids and devices; provided, however, that Applicant may use any type of leak detection liquid or device which meets Bellcore's published standards if SWBT has not provided Applicant SWBT's list of approved types of leak detection liquids or devices at least 60 days in advance of Applicant's work.

(i) Applicant and its contractors shall be responsible for providing proper ventilation while work is being performed in SWBT's conduit system on Applicant's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by Applicant, will be provided by Applicant. Only explosion-proof lighting fixtures shall be used.

(l) Neither Applicant nor personnel performing work on Applicant's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SWBT's conduit system (including any manhole) during work operations performed within or in the vicinity of SWBT's conduit system.

(m) Applicant shall comply with the standards set by SWBT for its own personnel restricting the use of spark producing tools, equipment, and devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes and other portions of SWBT's conduit system, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the construction, installation, or placement of Applicant's facilities within SWBT's conduit system.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by SWBT and included on SWBT's then-current list of approved types of cable lubricants; provided, however, that Applicant may use any type of cable lubricant which meets Bellcore's published

standards if SWBT has not provided Applicant SWBT's list of approved types of cable lubricants at least 60 days in advance of Applicant's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT's manholes and access to SWBT's conduit system.

(a) Applicant will notify SWBT not less than 48 hours in advance before entering SWBT's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, Applicant shall, when feasible, provide SWBT with 10 working days advance notice before entering SWBT's conduit system. SWBT shall, within 10 working days after the effective date of this Agreement, advise Applicant of the manner in which notices required by this section shall be given.

(b) An authorized employee or representative of SWBT may be present as a construction inspector at any time when Applicant or personnel acting on Applicant's behalf enter or perform work within SWBT's conduit system. Such inspectors may inspect the performance and quality of the work and monitor the work for compliance with the terms, conditions, and specifications of this Agreement or, in the case of facilities modification, capacity expansion or make-ready work, the plans and specifications of the facilities modification, capacity expansion, or make-ready project. When SWBT inspectors are present, Applicant and its contractors shall have sole authority, responsibility, and control over the method or manner by which the work is to be performed. SWBT's inspectors may call violations to Applicant's attention but shall have no authority to direct or advise Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed; provided, however, that nothing contained in this subsection shall relieve Applicant from complying with any requirements of this Agreement.

(c) The parties contemplate that Applicant may need to perform operations in SWBT's conduit system other than during normal business hours and may on occasion require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, Applicant shall notify SWBT as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT shall not, without due cause and justification, insist on literal compliance with scheduling requirements of subsection (a). SWBT will establish

procedures enabling SWBT to receive notices from Applicant under this subsection 24 hours a day, seven days a week.

(d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(e) Applicant shall reimburse SWBT for costs associated with the presence of construction inspectors only as specified in APPENDIX I and only as permitted by applicable laws, rules, regulations, and commission orders. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time.

(f) If the presence of SWBT personnel at the site is requested by Applicant or, in Applicant's opinion, is integral to successful completion of the work, Applicant shall pay the costs of having such personnel present.

6.12 OSHA Compliance. The parties agree that:

(a) facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

(b) all persons acting on such party's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with OSHA and all rules and regulations thereunder; and

(c) Applicant shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.13 Hazardous Substances. Applicant acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Agreement) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.

(a) Applicant may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Applicant as Applicant may deem necessary to determine the presence at such sites of hazardous substances. SWBT will assist Applicant, at Applicant's request and expense, in the performance of such inspections and tests.

(b) SWBT makes no representations to Applicant or personnel performing work on Applicant's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Agreement, Applicant or personnel acting on Applicant's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to Applicant pursuant to this Agreement if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Agreement (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this Agreement shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Agreement or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.

6.14 Compliance with Environmental Laws and Regulations. Applicant and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations.

(a) Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of this Agreement shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

(b) All persons acting on Applicant's or SWBT's behalf, including but not limited to the parties' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. Applicant and personnel acting on Applicant's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

(c) The parties shall each establish appropriate procedures and controls to assure compliance with all requirements of this section.

(d) From and after the effective date of this Agreement, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither Applicant nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Applicant will be expected to test such water or substance for hazardous substances in accordance with then-applicable SWBT standards and practices.

(e) Applicant and SWBT and all personnel performing work on Applicant's or SWBT's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, comply with such additional standards, practices, and requirements as SWBT may from time to time adopt to comply with environmental laws, provided that such standards are communicated in writing to Applicant at least 60 days in advance of Applicant's work.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). Applicant and SWBT shall comply with all statutes, ordinances, rules, regulations, and

other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Differences in Specifications. To the extent that there may be differences in the specifications, the most stringent specification will apply except as otherwise specifically provided by SWBT in writing. Applicant will consult with SWBT when Applicant is uncertain as to which specification is to be followed.

6.17 Responsibility for the Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SWBT's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of Applicant's applications for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SWBT's primary point of contact shall be the Utility Liaison Supervisor identified in APPENDIX VIII. Designation of primary points of contact pursuant to this section will not affect notice requirements or other legal requirements set forth in other provisions of this Agreement.

7.02 Determinations by Applicant of Suitability and Availability. Applicant shall make its own, independent assessment of the suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended purposes.

7.03 Access to Records Relating to SWBT's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SWBT's poles, ducts, conduits, and rights-of-way will be made available to Applicant for planning and other purposes. Access to such records and information will be conditioned on Applicant's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Agreement as APPENDIX V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on Applicant's behalf will be granted access to such records and information without first signing such a nondisclosure agreement. Applicant will

reimburse SWBT for all reasonable costs incurred by SWBT in granting Applicant's requests for access to records and information under this section.

(a) Applicant may, at any time after the effective date of this Agreement, request permission to inspect SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space. Applicant will be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records will be by appointment only, and SWBT will make such maps and records available for inspection by Applicant on two business days advance notice; provided, however, that Applicant will, as a courtesy, when feasible, provide SWBT with 10 business days advance notice of its intent to examine such records.

(b) The access described in subsection (a) shall include the right to make copies, at Applicant's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information, Applicant's copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes (e.g., proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Applicant's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended uses.

(c) SWBT will provide Applicant the best information available from SWBT's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. SWBT represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(1) the exact location of the facilities depicted;

(2) the physical size, characteristics, or condition of the facilities depicted;

(3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SWBT's conduit system; and

(5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of Applicant's facilities or that the poles, ducts, or conduits depicted are suitable for Applicant's intended use.

7.04 Pre-occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. Applicant shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

(a) After the effective date of this Agreement, Applicant may view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude Applicant from visually inspecting SWBT's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to Applicant without SWBT's permission.

(b) Applicant shall not enter any SWBT manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Agreement, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. Applicant will select the space Applicant will occupy on SWBT's poles or in SWBT's conduit systems. Applicant's selections will be based on the same criteria SWBT applies to itself. To enable Applicant to make such selections in accordance with SWBT's criteria, SWBT will provide Applicant information about the network guidelines and engineering protocols used by SWBT in determining the placement of facilities on SWBT's poles and in SWBT's conduit systems. In conduit systems owned or controlled by SWBT, maintenance ducts (as defined in Section 3.25) shall not be considered available for Applicant's use except as specifically provided elsewhere in this Agreement. All other ducts, inner ducts, sub-ducts, and partitioned

conduits which are not assigned or occupied shall be deemed available for use by SWBT, Applicant, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by Applicant will be assigned to Applicant as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

(a) After Applicant's application for a pole attachment or conduit occupancy license has been received by SWBT, the pole, duct, and conduit space selected by Applicant in such application will be assigned to Applicant for a pre-occupancy period not to exceed 12 months. The assignment (and date and time of assignment) will be logged and recorded in the appropriate SWBT records. If such space has been provisionally assigned to Applicant as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of Applicant's notice of intent to occupy under subsection (b), whichever date first occurs.

(b) SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to Applicant and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Agreement. Where indicated below, the interim procedures will apply to the assignment of space to SWBT as well as to Applicant and other applicants. SWBT may, on 60 days advance notice to Applicant, revise such interim procedures if such procedures prove to be unworkable, in which event Applicant may challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws and regulations. The procedures will enable Applicant and other applicants, by written notice, to advise SWBT of their intent to occupy unassigned space which appears, from SWBT's records, to be available for assignment. Upon receipt of such notice, SWBT shall date-and-time stamp the notice and provisionally assign the space selected by Applicant or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SWBT records, which records will be available for inspection as provided in Section 7.03 of this Agreement. Space provisionally assigned to Applicant or such other applicant will not be available for assignment to any other person or entity, including SWBT. Notwithstanding such provisional assignment, Applicant shall not occupy such space without first obtaining a license, except as provided in Section 8.03. The following additional requirements shall apply.

(1) Before giving SWBT notice of its intent to occupy unassigned space, Applicant shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT or any other person or entity from utilizing or having access to SWBT's poles, ducts, conduits, or rights-of-way.

(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific conduit sections, and each manhole, to be occupied;

(ii) the number of ducts, and number of inner ducts, to be occupied by Applicant within each conduit section;

(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice;

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement; and

(vii) if applicable, a conspicuous statement, as required by Section 5.06 of this Agreement, that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

(3) With respect to unassigned pole space, such notice must include all information required to enable SWBT and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific poles to be occupied;

(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to Applicant;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice; and

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(4) No later than 30 days after giving such notice, Applicant shall file an application under Section 9.02 or the provisional assignment will lapse.

(5) As stated in Section 7.03(c), SWBT does not represent that its records accurately reflect the information necessary to enable Applicant to rely upon a records-based assignment process. SWBT shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

(c) Assignments made prior to the issuance of a license will be provisional assignments and will be subject to modification if it is subsequently determined that the space selected by or assigned to Applicant is already occupied or that a different assignment is required to comply with SWBT's standards for assigning pole, duct, and conduit occupancy space.

(d) Applicant's obligation to pay semiannual pole attachment or conduit occupancy fees will commence from the date of assignment or provisional assignment, as logged and recorded in the appropriate SWBT records.

(e) During the 12-month assignment period following the date space is assigned to Applicant and entered into the appropriate SWBT record, SWBT shall not occupy or use such space without Applicant's permission, shall not assign such space to any party other than Applicant, and shall not knowingly permit any party other than Applicant to occupy or use such space without Applicant's permission except as otherwise specifically provided in this Agreement. The assignment to Applicant will automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if Applicant has not occupied such assigned space within such 12-month period; provided, however, that if Applicant's failure to occupy the space within such 12-month period results from SWBT's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SWBT's make-ready work; and, provided further, that if Applicant can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SWBT or third parties other than persons acting on Applicant's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date Applicant is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to Applicant under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SWBT records available for inspection under Section 7.03.

(f) SWBT may assign space to itself by making appropriate entries in the same records used to log assignments to Applicant and third parties. If SWBT assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has

been entered into the appropriate SWBT record if SWBT has not occupied such assigned space within such 12-month period; provided, however, that if SWBT's failure to occupy the space within such 12-month period results from the actions of Applicant or third parties other than persons acting on SWBT's behalf, or from acts of God, SWBT's assignment may be extended for a period no longer than three months from the date SWBT is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SWBT records available for inspection under Section 7.03.

(g) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to either party under this section, the party to whom such space has been assigned will reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(h) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables Applicant, SWBT, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

(i) At Applicant's election, Applicant may file an application for access which specifically requests that the space sought by Applicant not be assigned to Applicant immediately and not be recorded immediately in the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Agreement. In that event, the space sought by Applicant will not be assigned to Applicant and will remain available for assignment to others without restriction until such time as such space is formally assigned to Applicant in accordance with Applicant's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to Applicant of a license confirming that Applicant has the right to occupy the space described in the license. In the event that Applicant elects to proceed under this subsection, Applicant's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and Applicant shall bear the risks that (1) the space sought by Applicant will

be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that SWBT reevaluate Applicant's application and repeat the field inspection portion of the pre-license survey at Applicant's expense.

(j) Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. Although SWBT's clerical personnel will promptly process assignment requests included in applications and notices transmitted to SWBT by mail, courier, fax, or other transmission media, SWBT shall not be liable for any failure by Applicant to obtain the space desired by Applicant due to delay in logging assignment requests. Applicant acknowledges that, to maximize the probability that Applicant will be assigned the space Applicant desires, Applicant should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will provide Applicant the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for Applicant's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to Applicant, revise or terminate such interim procedures if they prove to be unworkable, in which event Applicant may seek renegotiation of this Agreement or challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Agreement, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

(a) Upon giving SWBT the notice required by this subsection, Applicant may immediately occupy space assigned or provisionally assigned to Applicant pursuant to Section 8.02 of this Agreement. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. Applicant shall not give such notice or occupy such space without first reviewing SWBT's

records and determining that the records reflect that the space sought is available.

(b) Applicant shall not occupy space which has not been assigned or provisionally assigned to Applicant. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to Applicant's occupancy. If Applicant subsequently determines that the records are inaccurate and that the space assigned to Applicant is not available, or that the space assigned is not suitable for Applicant's intended use, Applicant shall, within one business day, notify SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, Applicant shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which Applicant will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, Applicant may occupy space not assigned to Applicant subject to the following terms and conditions.

(1) Applicant may occupy the next available space shown on SWBT's records as available at the time of Applicant's last review of the records. Applicant shall not knowingly occupy space occupied by or assigned to SWBT or any third party without consent of the party to whom the space has been assigned.

(2) Within one business day after occupying such space, Applicant shall submit to SWBT a written notice of intent to occupy or an application for the space occupied showing the reason for Applicant's use of the space occupied.

(3) Applicant shall bear the risk that space occupied by Applicant pursuant to this section was assigned to SWBT or a third party during the period between Applicant's last review of the records and Applicant's occupancy of such space. After occupying space not previously assigned to Applicant, Applicant shall review the records and promptly notify the affected party if Applicant determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, Applicant shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SWBT and Applicant anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal

requirement unless there is a legitimate business need for compelling removal within such time period.

(4) SWBT shall be entitled to recover from Applicant actual costs, if any, directly incurred by SWBT as a result of Applicant's decision under this subsection to occupy space subject to a valid prior assignment to SWBT. Applicant shall indemnify, on request defend, and save SWBT harmless from any injury, loss, damage, liability, or claim asserted against SWBT by any third party resulting from Applicant's decision under this subsection to occupy space assigned to such third party.

(c) Nothing in this section authorizes Applicant to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.

(d) Nothing in this section authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If Applicant has not done so already, within 24 hours after occupying space pursuant to this section, Applicant will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Agreement. The application may be submitted by fax.

(f) Applicant will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by Applicant and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from Applicant's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Agreement, Applicant shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts, conduits, manholes, or handholes. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Agreement, Applicant shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a)-(b) are forms in use prior to the effective date of this Agreement and that SWBT is in the process of revising such forms to conform to the provisions of this Agreement and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) will be interim forms only. SWBT reserves the right to change the format and content of these forms upon 60 days written notice to Applicant.

(a) To apply for a pole attachment license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433 ("Pole Attachments"). An application for a pole attachment license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9433 and SW-9434 are attached to this Agreement as parts of APPENDIX III.

(b) To apply for a conduit occupancy license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9434 and SW-9435 are attached to this Agreement as parts of APPENDIX III.

(c) Each application for a license under this Agreement shall include, at a minimum, the following information:

(1) the poles, ducts, and conduits (including all manholes) along Applicant's proposed route to or within which Applicant desires to attach or place its facilities;

(2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route;

(3) for poles, the proposed points of attachment;

(4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement, as required by Section 5.06 of this Agreement, that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;

(5) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to Applicant until SWBT has received Applicant's written instruction to make such assignment or issued a license authorizing Applicant to occupy the space requested; and

(6) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);

(2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and

(3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.

(e) When it appears to Applicant that facilities modification, capacity expansion, or make-ready work may be required to accommodate Applicant's access requests, Applicant shall describe the facilities modification, capacity expansion, or make-ready work which Applicant proposes. Applicant shall also describe its plans, if any, to use any infrequent construction technique or connectivity solution authorized under Section 6.03 to avoid high or unusual expenditures and state its reasons for the use of such technique or solution.

(f) Applicant acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate Applicant's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for Applicant to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along Applicant's proposed route.

(g) Each application for a license under this Agreement shall be accompanied by a construction schedule showing Applicant's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process Applicant's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate Applicant's facilities.

(h) Applicant may include multiple cables in a single license application and may provide multiple services (e.g., CATV and non-CATV services) under the same cable sheath or jacket. When both CATV and non-CATV services are provided under the same cable sheath or jacket, or CATV and non-CATV services are provided using different cables attached or lashed to the same strand or otherwise occupying the same space on a pole or the same duct or inner duct within a conduit, Applicant will so advise SWBT and SWBT shall, if permitted by law, adjust its charges to enable SWBT to charge Applicant the rate applicable to telecommunications carriers rather than the rate applicable to cable television systems solely to provide cable service.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by Applicant and other firms seeking access to SWBT's poles, ducts, conduits,

and rights-of-way requires good faith cooperation and coordination between SWBT's personnel and personnel acting on behalf of Applicant and other firms seeking access. The parties therefore agree to the following transitional procedures which will remain in effect during the term of this Agreement unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications or cable television services from using such poles, ducts, conduits, or rights-of-way.

(b) Applicant shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and shall use its best efforts to submit applications in an orderly manner in accordance with Applicant's needs. If Applicant contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, Applicant shall give SWBT advance notice as promptly as is reasonably practicable.

(c) No more than 300 poles shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 Applicant's Priorities. When Applicant has multiple applications on file within a single SWBT construction district, Applicant shall, at SWBT's request, designate its desired priority of completion of pre-license surveys, facilities modifications, capacity expansions, and make-ready work with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after Applicant has submitted its written license application as specified in Section 9.02 of this Agreement. SWBT shall not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be

performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate Applicant's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and associated facilities for Applicant's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process Applicant's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If Applicant, pursuant to Section 8.03, has occupied the space requested before the issuance of a license, a post-installation inspection of Applicant's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Agreement. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.

(c) Before performing any portion of the pre-license survey, SWBT shall obtain Applicant's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of Applicant's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK

10.01 Response Within 45 Days. Within 45 days of Applicant's submission of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of Applicant's request for access become aware of hazardous substances at the site requested by Applicant, SWBT shall promptly advise Applicant and shall, at Applicant's

request, discuss alternatives to denial and issues associated with the presence of such hazardous substances. Additional state-specific response and notice requirements, if any, shall be addressed by an addendum to this Agreement.

(a) If access is granted, SWBT shall, no later than 45 days after Applicant's submission of the license application, further advise Applicant in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SWBT's pole or conduit facilities, (2) provide Applicant an estimate of charges for such facilities modifications, capacity expansions, or make-ready work and (3) disclose to Applicant any hazardous substances known by SWBT to be present at the site.

(b) SWBT may take into account issues of capacity, safety, reliability, and engineering when considering requests for access, provided the assessment of such factors is done in a nondiscriminatory manner. If access is denied, SWBT shall confirm the denial in writing by the 45th day after the receipt by SWBT of Applicant's completed application. A denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If Applicant in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) Applicant agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, Applicant shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SWBT of processing and responding to the application.

(d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Agreement, make available to Applicant for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements.

(e) If SWBT fails to respond in writing within 30 days of SWBT's documented receipt of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant may by written notice inquire whether SWBT intends to deny Applicant's request for access. After such notice has been given and receipt by SWBT of a properly

submitted license application has been confirmed, SWBT's failure to respond in writing within 15 days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, Applicant shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize Applicant to occupy space already occupied or subject to a prior valid space assignment to SWBT or any third-party; and provided further that nothing in this subsection authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. SWBT may grant access subject to Applicant's approval of such make-ready work (including facilities modifications) as may be required to expand capacity to accommodate Applicant's request, in which event Applicant shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies Applicant's request for access, SWBT shall promptly notify Applicant of such determination. SWBT shall not deny Applicant's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 (infrequent construction techniques and connectivity solutions).

(a) At Applicant's request, SWBT will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of Applicant's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive (dead). Except as otherwise specifically provided in this section, SWBT may recover from Applicant the costs of facilities modifications and capacity expansions to make space available for Applicant's facilities and charges for such modifications and expansions shall be determined and billed as provided in APPENDIX I of this Agreement.

(b) SWBT will, at its own expense, install inner duct in SWBT's conduit system as necessary to make space available for Applicant's facilities. Inner duct installations to accommodate Applicant's facilities will be

performed by SWBT within the same time intervals which would apply if SWBT were performing such installations for itself. If SWBT's intervals for beginning or completing inner duct installation do not meet Applicant's needs, Applicant may arrange for the inner duct installation to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform inner duct installations. Applicant may install the inner duct itself if Applicant is on the list of mutually approved contractors at the time the work is performed. When inner duct is installed in SWBT's conduit system by Applicant or an authorized contractor selected by Applicant, SWBT will provide the inner-ducting materials to be installed and Applicant shall bear all other installation expenses. Applicant shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to Applicant on a timely basis. Applicant shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by Applicant or an authorized contractor selected by Applicant shall be installed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for inner duct installation to be performed by subcontractors who are not authorized contractors.

(c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e., cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, Applicant may, at its option, request that SWBT excavate the obstruction or, in the alternative, arrange for excavation of the obstruction to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform such excavations. Applicant may excavate the obstruction itself if Applicant is on the list of mutually approved contractors at the time the work is performed. Such excavations will be at Applicant's expense. Removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by Applicant or an authorized contractor selected by Applicant shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be

followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor any authorized contractor selected by Applicant to perform excavation work under this subsection shall conduct facility excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of the facilities. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of Applicant's representations or SWBT's field inspection, if any, SWBT determines that no make-ready work is necessary to accommodate Applicant's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to Applicant for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate Applicant's facilities, SWBT shall promptly notify Applicant of the make-ready work proposed to enable the accommodation of Applicant's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of Applicant's completed application pursuant to Section 9.02 of this Agreement or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of APPENDIX III.

(c) Applicant shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If Applicant advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT, and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept Applicant's offer to perform the work.

Authorization shall be accomplished by Applicant's signing the estimate and returning it to SWBT within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by Applicant's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If Applicant does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant shall notify SWBT in writing by the 20th day whether Applicant is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SWBT's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact Applicant to determine whether Applicant intends to withdraw its application. Applicant shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, Applicant does not immediately sign and return the estimate to SWBT.

(2) If Applicant timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide Applicant with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting Applicant's alternative written proposals, if any.

10.05 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be

performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

(a) Applicant and SWBT will mutually establish and maintain for each SWBT construction district lists of authorized contractors which may be selected by Applicant to perform make-ready work when SWBT's interval for beginning or completing such make-ready work does not meet Applicant's needs. At Applicant's request, Applicant will be included on such lists upon Applicant's demonstrating that (1) its personnel are qualified to perform such work in accordance with SWBT's specifications and (2) Applicant meets the financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and other vendors performing the same or similar work on SWBT's behalf or the self-insurance requirements of Section 23.02.

(b) If SWBT's interval for beginning or completing make-ready work does not meet Applicant's needs, Applicant may (1) perform the make-ready work itself, if Applicant is on the applicable list of authorized contractors at the time the work is to be performed or (2) arrange for the work to be performed by an authorized contractor selected by Applicant from the applicable list of authorized contractors. Subject to the availability of personnel, Applicant may also request that SWBT perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless Applicant first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors, subcontractors or other vendors may be jointly approved by Applicant and SWBT to perform specific make-ready work in the event that the work load exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Make-ready work performed by Applicant, by an authorized contractor selected by Applicant, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor authorized contractors selected by Applicant to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's

facilities. Applicant and any authorized contractor selected by Applicant to perform make-ready work shall indemnify, on request defend, and hold SWBT harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.

(e) Nothing contained in this section authorizes Applicant, any authorized contractor selected by Applicant, or any other person acting on Applicant's behalf to consolidate SWBT's cables.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Applicant shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of Applicant's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. As a result of facilities modification, capacity expansion, or other make-ready work performed to accommodate Applicant's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, Applicant shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees subsequently paid to SWBT for the use of such additional capacity. SWBT shall, however, establish procedures for giving Applicant notice of the subsequent use by SWBT or third parties of additional space or capacity created at Applicant's expense. If SWBT utilizes additional space or capacity created at Applicant's expense, SWBT will reimburse Applicant on a pro-rata basis for SWBT's share, if any, of Applicant's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of Applicant or such third party, provide such information as may be available to SWBT to assist Applicant and such third party in determining the amount, if any, which such third party may owe Applicant as its pro-rata share of Applicant's capacity expansion costs. Nothing contained in this section shall be construed as conferring or imposing on SWBT any right or duty to determine the amounts owing by a third party to Applicant, to collect or remit any such amounts to Applicant, to resolve or adjudicate disputes over reimbursement between Applicant and third parties, to deny a third party access to SWBT's poles, ducts, conduits, or rights-of-way due to such third party's failure to satisfy Applicant's reimbursement demands, or to take any other action to enforce Applicant's reimbursement rights against any third party. In like manner, for additional capacity created by SWBT from and after the date of

enactment of the Telecommunications Act of 1996, SWBT shall be entitled to recover from Applicant and third parties, to the full extent permitted by law, their pro-rata shares of such capacity expansion costs incurred by SWBT. To the extent that either party seeks to avail itself of this cost-saving mechanism, such party shall be responsible for maintaining adequate records documenting the costs subject to reimbursement, including but not limited to costs incurred for facilities modification and capacity expansion work performed directly by such party or contractors performing work on such party's behalf.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will issue a license confirming that Applicant may attach specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. Applicant shall have access to attach or place only those facilities specifically described in licenses subject to this Agreement, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Agreement, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF APPLICANT'S FACILITIES

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its own facilities to SWBT's poles and the placement of such facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party and its contractors shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all personnel acting on such party's behalf while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, Applicant shall provide SWBT with an updated construction schedule and thereafter keep SWBT informed of anticipated changes in the construction schedule. Construction schedules received by SWBT shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

(a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) the names of each contractor and subcontractor which will be involved in the construction activities;

(c) the estimated dates when construction will begin and end; and

(d) the approximate dates when Applicant or personnel working on Applicant's behalf will be performing construction work in connection with the attachment of Applicant's facilities to SWBT's poles or the placement of Applicant's facilities in any part of SWBT's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF APPLICANT'S FACILITIES

12.01 Use of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to have access to Applicant's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving Applicant's customers.

12.02 Routine Maintenance of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Applicant's facilities in any manner which results in Applicant's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Applicant's license.

12.03 Installation of Drive Rings and J-Hooks. Applicant may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to Applicant.

(b) If attachment space has already been licensed to Applicant on a given SWBT pole, Applicant may install drive rings and J-hooks within the space assigned to Applicant (typically six inches above and six inches below Applicant's point of attachment on the pole if the point of attachment is in the center of the space assigned to Applicant) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in Applicant's licensed attachment space.

(c) Applicant's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to Applicant as provided in subsection (b) above; provided, however, that if attachment space already licensed to Applicant on a given SWBT pole is not adequate for Applicant's drive rings or J-hooks, Applicant may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below Applicant's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed

outside Applicant's licensed attachment space as permitted in this subsection.

(d) If Applicant has not already been licensed attachment space on a given SWBT pole, Applicant may, when necessary, install drive rings and J-hooks to unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a pre-license survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license for the attachment unless specifically requested by Applicant to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Agreement. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, Applicant may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of space by SWBT or other joint users. If the presence of Applicant's facilities in space not assigned to Applicant will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, Applicant shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SWBT may not install drive rings or J-hooks in space assigned to Applicant without Applicant's approval and shall, at Applicant's request, and at SWBT's expense, promptly relocate or, if necessary, remove, any drive rings or J-hooks installed in violation of this subsection. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to Applicant, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT's poles, SWBT shall, at Applicant's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) Applicant shall, at the request of SWBT or another joint user, at Applicant's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of Applicant's Facilities. Promptly after the issuance of a license, Applicant shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Applicant's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of Applicant's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on Applicant's behalf at a specified site.

ARTICLE 13: MODIFICATION OF APPLICANT'S FACILITIES

13.01 Notification of Planned Modifications. Applicant shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SWBT pole or located in any SWBT duct or conduit. The notice shall contain sufficient information to enable SWBT to determine whether the proposed

addition, relocation, replacement, or modification is within the scope of Applicant's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that Applicant occupy additional space on SWBT's poles (except on a temporary basis in the event of an emergency);

(b) requires that Applicant occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Agreement) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached to SWBT's poles or placed in SWBT's ducts or conduits being different from those described as authorized attachments in Applicant's present application, current license, notice of intent to occupy, or license application and supplemental documentation submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) requires additional holding capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Agreement.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. Applicant may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of Applicant's facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its

poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REQUIRED REARRANGEMENTS OF APPLICANT'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in the First Interconnection Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Required Rearrangement of Applicant's Facilities. Applicant acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by a third party to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

(a) Applicant agrees that Applicant will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by Applicant in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act, rules, regulations, and commission orders thereunder.

(b) Whenever feasible, SWBT shall give Applicant not less than 60 days prior written notice of the need for Applicant to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Applicant shall complete such rearrangements within the time prescribed in the notice; provided, however, that the date of removal may be extended upon request by

Applicant, which request will not be unreasonably refused by SWBT, if Applicant advises SWBT of the reason for the need for the extension and proposes a reasonable completion date. SWBT may request that such modification be made within a shorter period of time, in which event Applicant shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(2) the timeliness of SWBT's request to Applicant;

(3) the nature and number of rearrangements sought;

(4) the impact on the ability of the parties and joint users to meet customer service needs; and

(5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude Applicant from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachment.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, conduits, and rights-of-way enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements, it is expected that disputes will be immediately resolved at the site by the affected parties present based upon the criteria set forth in Section 15.05 of this Agreement. The provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

(a) Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts or inner ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct or inner duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SWBT construction district, Applicant shall provide SWBT with the emergency contact number of Applicant's designated point of contact for coordinating the handling of emergency repairs of Applicant's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. As a courtesy, each party shall endeavor to notify the other party at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to the other party's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, Applicant, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When either party reasonably believes that, due to the condition of the other party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of either party, or either party's ability to meet its service obligations, either party may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities of the other party have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, either party may reattach them as provided in this section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities of the other party, SWBT or Applicant shall first attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. Applicant will cooperate fully with SWBT when emergency pole replacements are required.

(a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact Applicant to notify Applicant of the emergency and to determine whether Applicant will respond to the emergency in a timely manner.

(b) If notified by SWBT that an emergency exists which will require the replacement of a pole, Applicant shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.

(c) If Applicant is unable to respond to the emergency situation immediately, Applicant shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Applicant's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) Applicant shall reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on Applicant's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for Applicant and in part for SWBT and third parties, Applicant shall only reimburse SWBT for Applicant's share of the costs.

ARTICLE 16: INSPECTION BY SWBT OF APPLICANT'S FACILITIES

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of any or all facilities attached to SWBT's poles or placed within SWBT's poles, ducts, conduits, or rights-of-way. Inspections of Applicant's facilities may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit

system are in compliance with the terms of this Agreement and conform to licenses subject to this Agreement. Charges for inspections shall be allocated among all parties benefiting from the inspection in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders. When an inspection is conducted for the specific purpose of auditing or investigating Applicant's compliance with this Agreement, SWBT may charge Applicant for inspection expenses only if the inspection reflects that Applicant is in substantial noncompliance with the terms of this Agreement. If the inspection reflects that Applicant's facilities are not in compliance with the terms of this Agreement, Applicant shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT will provide Applicant the results of any inspection of Applicant's facilities performed under Section 16.01 of this Agreement.

16.03 Post-installation Inspections. This article does not apply to post-installation inspections performed as part of a pre-license survey in those cases when Applicant has occupied space on or in SWBT's poles, ducts, conduits, or rights-of-way prior to the issuance of a license pursuant to Section 8.03 of this Agreement.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. Applicant shall tag or otherwise mark all of Applicant's facilities placed on or in SWBT's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as Applicant's facilities.

17.02 Removal of Untagged Facilities. Subject to the provisions of subsections (a)-(d) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by Applicant, if SWBT determines that such facilities are not the subject of a current license authorizing their continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by Applicant or any other firm, are authorized by any license subject to this Agreement, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to

be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities of Applicant described in a current license or application subject to this Agreement, or if the facilities appear to be facilities of Applicant otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to Applicant requesting Applicant to tag or mark the facilities within 60 days and Applicant shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If Applicant disclaims ownership of or responsibility for the facilities, Applicant shall disclose to SWBT the identity of the owner or other person or entity, if any, thought by Applicant to be responsible for the facilities.

(d) If the facilities appear to be facilities used by Applicant but not subject to a current license granted under this Agreement, the provisions of Sections 17.05-17.12 shall apply.

17.03 Verification That Presently Attached Facilities Are Subject to Existing Licenses. Applicant warrants and represents that, to the best of its information and belief, all facilities presently owned or used by Applicant and attached to SWBT's poles or occupying space within any part of SWBT's conduit system in this State have been disclosed to SWBT and are subject to current licenses or are otherwise lawfully present on or in SWBT's poles, ducts, and conduits. If Applicant determines that any such facilities are not the subject of current licenses, Applicant shall so advise SWBT and promptly apply for licenses for such facilities or remove the facilities from SWBT's poles or conduits. Nothing contained in this section shall be construed as requiring Applicant to make a field audit of its existing facilities to confirm the licensing status of its facilities as a prerequisite to entering into this Agreement.

17.04 Updating of Plant Location Records. Applicant shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records recording or logging assignments of pole, duct, and conduit space.

17.05 Notice to Applicant. If any of Applicant's facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Applicant advising Applicant that no license is presently in effect with respect to the facilities and that Applicant must, within 60 days, respond to the notice as provided in Section 17.06 of this Agreement.

17.06 Applicant's Response. Within 60 days after receiving a notice under Section 17.05 of this Agreement, Applicant shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

(a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the factual and claimed legal basis for such denial or disclaimer;

(b) a statement that the facilities are the subject of a current license, together with an explanation of the factual and claimed legal basis for Applicant's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the factual and claimed legal basis for that assertion; or

(c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:

(1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the factual basis supporting Applicant's selection of such date (or estimated date); and

(2) the factual basis for Applicant's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. Applicant's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute Applicant's waiver of any objection Applicant may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by Applicant to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility; provided, however, that nothing contained in this section shall prohibit SWBT from invoking the dispute resolution process or filing suit, in a court of competent jurisdiction, to establish that Applicant is liable to SWBT for the costs of removal notwithstanding its denial or disclaimer.

17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving Applicant's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review Applicant's explanation of the factual and claimed legal basis for Applicant's assertions and shall advise Applicant, in writing, whether it agrees or disagrees with Applicant's assertions. If SWBT agrees with Applicant's assertions, the parties may amend the applicable license and no further action shall be required of Applicant. If SWBT does not accept Applicant's position, Applicant shall, within 15 business days, apply for a new or amended license as provided by Section 17.06(c) of this Agreement.

17.09 Approval of License and Retroactive Charges. If SWBT approves Applicant's application for a new or amended license, Applicant shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Agreement. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Agreement or otherwise.

17.10 Fees and Charges. This section applies to fees and charges with respect to Applicant's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to Applicant. Applicant shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if Applicant and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to Applicant's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date Applicant is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Applicant shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of Applicant's unauthorized facilities.

17.11 Removal of Unauthorized Attachments. If Applicant does not apply for a new or amended pole attachment license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request to Applicant to remove its unauthorized facilities not less than 60 days from the date of notice and Applicant shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request Applicant to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove Applicant's facilities at Applicant's expense.

17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities. No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by Applicant of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Applicant from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF APPLICANT'S FACILITIES

18.01 Responsibility for Removing Facilities. Applicant shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) When practicable, Applicant shall give SWBT at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

(b) Applicant shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by Applicant.

(c) Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its own operations, provided that such standards have been

communicated in writing to Applicant at least 60 days in advance of the removal of Applicant's facilities.

(d) Applicant shall be solely responsible for the removal of its own facilities from SWBT's poles, ducts, conduits, and rights-of-way and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of Applicant's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(e) When Applicant no longer intends to occupy space on a SWBT pole or in a SWBT duct or conduit, Applicant will provide written notification to SWBT that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SWBT's request, Applicant shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of Applicant's facilities which are no longer in active use; provided, however, that Applicant shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Applicant shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. Applicant shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Agreement. Applicant shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SWBT's poles or any part of SWBT's conduit system, or on any public or private property (other than property owned or controlled by Applicant) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. Applicant shall remove its facilities from SWBT's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SWBT's poles or the placement of such facilities in SWBT's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Applicant shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date Applicant

replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Agreement and not by this section.

18.05 Removal to Avoid Forfeiture. If the presence of Applicant's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-way is located, SWBT will promptly notify Applicant in writing and Applicant shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give Applicant not less than 60 days from the date of notice to remove Applicant's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At Applicant's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Applicant's facilities in the face of a threatened forfeiture.

18.06 Notice of Completion of Removal Activities. Applicant shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until Applicant's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Agreement, Applicant has plugged all previously occupied ducts at the entrances to SWBT's manholes as required by Section 18.01(c) of this Agreement, and the notice required by this section has been given.

18.07 Removal of Facilities by SWBT; Notice of Intent to Remove. If Applicant fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Agreement, SWBT may remove such facilities and store them at Applicant's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Applicant for any injury, loss, or damage resulting from such actions. SWBT shall give Applicant not less than 60 days prior written notice of its intent to remove Applicant's facilities pursuant to this section. The notice shall state:

(a) the date when SWBT plans to commence removal of Applicant's facilities, and that Applicant may remove the facilities at Applicant's sole cost and expense at any time before the date specified;

(b) SWBT's plans with respect to disposition of the facilities removed; and

(c) that Applicant's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities

shall constitute an abandonment of the facilities and of any interest therein.

18.08 Removal of Facilities by SWBT. If SWBT removes any of Applicant's facilities pursuant to this article, Applicant shall reimburse SWBT for SWBT's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.09 Reattachment or Subsequent Attachment Following Removal. After Applicant's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT's poles or placed in SWBT's conduit system until Applicant has first submitted new applications for the facilities and complied with the provisions of this Agreement.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees set forth in this Agreement, including rates, charges and fees set forth in APPENDIX I (Schedule of Rates, Fees, and Charges), shall be subject to all applicable federal and state laws, rules, regulations, and commission orders, including but not limited to (a) the Pole Attachment Act and rules, regulations, and commission orders issued thereunder and (b) applicable orders of the State Commission in interconnection arbitration proceedings.

19.02 Schedule of Rates, Fees, and Charges. SWBT's current schedule of rates, fees, and charges is attached to this Agreement as APPENDIX I and incorporated herein as an integral part of this Agreement.

19.03 Pole Attachment and Conduit Occupancy Fees. Until such time as the FCC authorizes the charging of different rates to cable television systems and telecommunications carriers, SWBT's annual rates for access to poles, ducts, conduits, and rights-of-way shall be the same for cable television systems and telecommunications carriers. For all attachments to SWBT's poles and occupancy of SWBT's ducts and conduits, Applicant will pay SWBT's semiannual pole attachment and conduit occupancy fees as specified in APPENDIX I. Pole attachment and conduit occupancy fees shall be assessed and billed with respect to (a) occupied space whether or not subject to a current license and (b) assigned space as well as occupied space. Fees for pole attachments shall be based on the number of Applicant's pole attachments as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders. Fees for conduit occupancy shall be based on the number of duct feet occupied by or assigned to Applicant as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders.

19.04 Billing for and Payment of Pole Attachment and Conduit Occupancy Fees. Pole Attachment and conduit occupancy fees under this Agreement and licenses subject to this Agreement shall be payable semiannually in advance.

(a) Bills shall be submitted to Applicant for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

(c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of Applicant's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Application Fees. SWBT does not currently charge application fees for individual license applications or assignment requests under this Agreement. SWBT does, however, impose charges, on a case-by case basis, for work performed in processing applications for access and preparing SWBT's poles, ducts, conduits, and rights-of-way to accommodate the facilities of parties seeking access.

19.06 Charges for Pre-license Survey Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for pre-license survey work associated with the processing of Applicant's request for access. SWBT's pre-license survey charges are not set on a fixed fee basis and will vary from case-to-case depending on such factors as the number and location of the poles, ducts, conduits, and rights-of-way subject to Applicant's access request, the completeness and quality of information submitted by the Applicant in its application, the nature of the facilities to be placed by Applicant, and the nature and extent of facilities modification, capacity expansion, and make-ready work proposed by Applicant.

19.07 Charges for Facilities Modifications, Capacity Expansions, and Make-ready Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for facilities modification, capacity expansion, and make-ready work performed by SWBT, or by persons acting on SWBT's behalf, as provided in other provisions of this Agreement and APPENDIX I.

19.08 Contract Administration Fee. Subject to applicable commission orders, SWBT may charge Applicant a one-time contract administration fee as provided in APPENDIX I. This fee, if applicable, shall be assessed for work performed in the initial processing of

this Agreement and shall be non-refundable upon acceptance of this Agreement by SWBT.

19.09 Administrative Record-keeping Fees. Subject to applicable commission orders, SWBT may charge Applicant cost-based administrative record-keeping fees (e.g., fees associated with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like) as provided in APPENDIX I.

19.10 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to Applicant for worked performed by SWBT employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

(a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.

(b) Applicant's failure to pay SWBT's fees and charges shall be grounds for terminating this Agreement and licenses subject to this Agreement.

(c) If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more that 15 calendar days after the due date, SWBT may send Applicant a written notice advising Applicant that this Agreement, or specified licenses subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If Applicant pays disputed fees under

protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

(d) Applicant may dispute any fees or charges billed by SWBT to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

(e) If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and licenses subject to this Agreement, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 Modification of Rates, Fees and Charges. Subject to applicable federal and state laws, rules, regulations, and commission orders, SWBT shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

(a) Upon written notice to Applicant, SWBT may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.

(1) The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.

(2) The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.

(3) The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.

(b) If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option (1) seek the renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the

dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies. The parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning and challenges to SWBT's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in subsections (a)-(b) of this section and Section 20.02. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Agreement.

(a) If Applicant elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02-10.05 of this Agreement, SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of Applicant, authorized contractors, or other persons acting on Applicant's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.

(b) No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.

(c) If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf,

Applicant shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SWBT 60 days written notice.

(d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.02 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with (a) the performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.08(c) and 10.02-10.05 of this Agreement or (b) the construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to SWBT's poles or placed or to be placed within SWBT's ducts, conduits, or rights-of-way. In the event any claim or demand is made on SWBT by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SWBT may require, in addition to any security provided under Section 20.01 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as SWBT may deem reasonable or necessary to protect SWBT from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.01 Risks Associated with Outside Plant Operations. The parties acknowledge that SWBT's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout SWBT's service area, that SWBT cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside SWBT's central offices and other secure SWBT buildings and structures. The parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by SWBT requires that liability risks be fairly allocated between the parties and that it is the parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.02 Control of Premises. Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons

acting on behalf of joint users, will be present, without supervision or control by SWBT, and in many cases without SWBT's knowledge, on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although SWBT inspectors may be present at the site of work being performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a SWBT inspector shall not result in SWBT's being deemed to be in control of the premises. When both parties are present and performing work operations at a site subject to this section, SWBT and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.03 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.04 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

(a) any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties' interconnection agreement, if any;

(b) the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

(c) willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

(d) any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.05 Workplace Injuries. The parties acknowledge that injuries may occur at sites where work is being performed by or for either party and that primary responsibility for preventing workplace injuries shall be placed on the party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site, acts of God, and acts and omissions of third parties over whom neither party has control. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.06 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either party to any employee, contractor, or subcontractor of the other party or any other person acting on the other party's behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.05 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.07 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party. The parties acknowledge that neither party controls the contractual relationships between the other party and vendors, suppliers, customers, and other persons in privity of contract with the other party and that nothing contained in this Agreement shall create any contractual or other liability of either party to any vendor, supplier, customer, or other person or entity in privity of contract with the other party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of SWBT's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities

provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities for claims against either party arising out of or in connection with the failure by the other party to meet its obligations (including but not limited to contract and tariff obligations) to such other party's customers and suppliers. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.08 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party. Neither party shall be entitled to indemnity, contribution, or subrogation from or by the other party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such party by any employee, contractor, or subcontractor of such party, by any other person acting on behalf of such party, by any vendor, supplier, or customer of such party, or by any other person or entity in privity of contract with such party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of SWBT's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either party arising out of or in connection with employment-related disputes between either party and its employees; claims against either party by contractors, subcontractors, and suppliers performing work or supplying materials to SWBT sites at the request of such party; and other failures by either party to meet its obligations (including but not limited to contract and tariff obligations) to such party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.09 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims. The parties acknowledge that hazardous substances may be present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the parties' behalf working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the parties as set forth in this section.

(a) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of (1) any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or (2) any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

(b) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any

hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited to indemnities arising out of or in connection with the release or discharge of water and other substances from SWBT's manholes or other conduit facilities.

(c) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SWBT pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.

(d) Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims. Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against SWBT by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

(a) Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SWBT due to the placement or

presence of Applicant's facilities on or within SWBT's poles, ducts, conduits, or rights-of-way; or

(b) Claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 21.05-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against SWBT pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.04, Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.13 SWBT's General Indemnity Obligations to Applicant. This section applies only in those situations not expressly covered by Sections 21.05-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from SWBT's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, SWBT shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SWBT's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties. Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses. Each party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving

injury, loss, or damage to any customer of such party for which the other party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability. Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits. Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.01 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.02 LIMITATIONS OF LIABILITY IN GENERAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.05, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE GREATER OF $250,000, OR THE TOTAL AMOUNT CHARGED BY SWBT TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.03 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS

IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.04 SWBT Not Liable to Applicant for Acts of Third Parties or Acts of God. By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, SWBT does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.05 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way, and SWBT shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.05. In no event shall SWBT be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of (1) any joint user or any person acting on a joint user's behalf, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any licensee, invitee, trespasser, or other person present at the site or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in any capacity other than as a SWBT employee or person acting on SWBT's behalf. In no event shall SWBT be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SWBT's behalf, cable cuts by persons other than SWBT's employees or persons acting on SWBT's behalf, or other causes beyond SWBT's control which occur at sites subject to this Agreement.

22.05 Damage to Facilities. Except as otherwise specifically provided in this section, neither party shall be liable to the other party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other party's facilities attached to SWBT's poles or placed within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(a) Each party (the "responsible party"), and persons acting on behalf of the responsible party, shall exercise due care to avoid damaging the facilities of the other party (the "injured party"). In the event such damage occurs, the responsible party or persons acting on behalf of the responsible party shall immediately report such damages to the injured party, and the injured party shall promptly make such arrangements as

may be necessary to restore service to its customers using the facilities affected.

(b) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible party.

(c) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible party's behalf; provided, however, that the injured party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible party shall not be liable to the injured party under this section until the injured party's claims against the independent contractor causing the damage have been adjudicated or settled and the amount of the injured party's claim against the responsible party is determinable.

(d) NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SUBSECTIONS (c)-(d) OF THIS SECTION.

(e) THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.06 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

22.07 Claims Against Third Parties. Nothing contained in this article shall be construed as requiring either party to forego any claims that such party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other party's employees) acting on the other party's behalf.

ARTICLE 23: INSURANCE

23.01 Insurance Required. Applicant shall comply with the insurance requirements specified in this section.

(a) Unless Applicant has provided proof of self-insurance as permitted in Section 23.02 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance policies specified in APPENDIX IV of this Agreement. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by SWBT. For authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SWBT's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SWBT for any damages resulting from its failure to do so.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02.

23.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

(a) Applicant shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide SWBT with certifications that required coverages will not be cancelled, changed or materially altered (e.g., by increasing deductibles

or altering exclusions from coverage) except after 30 days written notice to SWBT.

(b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and SWBT is satisfied that such entity will be able to meet its liability obligations under this Agreement.

(c) Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

23.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with APPENDIX IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Agreement and shall remain in force until all of Applicant's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

23.04 Failure to Obtain or Maintain Coverage. Applicant's failure to obtain and maintain the required levels and types of insurance coverage required under this Agreement shall be grounds for termination of this Agreement and licenses subject to this Agreement. If an insurance carrier shall at any time notify Applicant or SWBT that any policy or

policies of insurance required under this Agreement will be cancelled or changed in any manner which will result in Applicant's failure to meet the requirements of this Agreement, SWBT may terminate this Agreement and all licenses subject to this Agreement not less than 60 days after giving Applicant written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless Applicant has obtained (or made arrangements satisfactory to SWBT to obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as may be necessary to keep such policy in effect with the required coverages.

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.

(a) SWBT may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with SWBT or which acquires or succeeds to ownership of substantially all of SWBT's assets.

(b) Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without SWBT's consent, to: any telecommunications carrier or cable system operator which (1) is entitled to access to SWBT's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act and (2) controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however, that such assignment shall not be effective until Applicant has given SWBT written notice of the assignment pursuant to Section 24.03 and guaranteed the performance of Applicant's assignee or successor. Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.

(c) Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without SWBT's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an

Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to SWBT that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third party shall succeed to all rights and remedies of Applicant under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to SWBT for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

(1) In the event Applicant or Applicant's lender requests that SWBT, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse SWBT for all expenses incurred by SWBT in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by SWBT in processing the request.

(2) In the event Applicant or Applicant's lender desires that SWBT provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify SWBT's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on SWBT in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other

third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.

(d) Either party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

(e) No assignment or transfer by Applicant of rights under this Agreement, licenses subject to this Agreement, or authorizations granted under this Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured SWBT's prior written consent to the assignment or transfer, if necessary, and given SWBT notice of the assignment or transfer pursuant to Section 24.03.

(f) Except as otherwise expressly provided in this article, neither this Agreement, nor any licenses or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without SWBT's prior written consent.

24.02 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity. When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.03 Notice of Assignment. Applicant shall provide SWBT with 60 days advance notice in writing of any assignment.

24.04 Assignment Shall Not Relieve Applicant of Prior Obligations. Except as otherwise expressly agreed by SWBT in writing, no assignment permitted by SWBT under this Agreement shall relieve Applicant of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.05 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SWBT may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.06 Satisfaction of All Other Licensing Requirements. Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to SWBT that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as

provided in Section 17.03, that all facilities owned or used by such assignee or successor and presently attached to SWBT's poles or placed within any portion of SWBT's conduit system within this State have been disclosed to SWBT and are subject to existing licenses and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.07 Additional Post-Assignment Requirements. Applicant's assignee or successor shall, within 60 days following the assignment:

(a) Sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and licenses subject to this Agreement;

(b) Provide proof, satisfactory to SWBT, of such assignee's assumption of the obligations of this Agreement; and

(c) Pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to SWBT's Poles, Ducts, Conduits, or Rights-of-Way between SWBT and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

24.08 Sublicenses Prohibited. Nothing contained in this Agreement shall be construed as granting Applicant the right to sublicense any rights under this Agreement or licenses subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Applicant shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Applicant or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

25.01 Termination Due to Non-Use of Facilities or Loss of Required Authority. Applicant shall, by written notice to SWBT, terminate this Agreement and all licenses subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to SWBT's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to SWBT, terminate individual licenses subject to this Agreement if (a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to

such licenses or (b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access. Responsibility for terminating this Agreement or individual licenses under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual licenses pursuant to this section shall be a material breach of this Agreement.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Applicant's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if Applicant violates this provision; provided, however, that such limitation, termination or refusal will be limited to Applicant's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable Applicant to adopt suitable controls to prevent further violations, and shall be subject to review, at Applicant's request, pursuant to the dispute resolution procedures set forth in this Agreement (or, if applicable, the parties' interconnection agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event Applicant invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction of the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

25.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

(a) The notice shall set forth in reasonable detail:

(1) The conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) The action believed necessary to cure the alleged breach; and

(3) Any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

(c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

25.04 Remedies for Breach. Subject to the provisions of this article and the dispute resolution procedures of Article 30, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.07, in any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.01 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any license or authorization subject to this Agreement shall

not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.01 Effective Date. This Agreement shall be effective as of the ___ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.02 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.03 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.04 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section.

(a) Applicant may terminate this Agreement with or without cause.

(b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the parties agree that SWBT may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, SWBT may terminate this Agreement with or without cause, subject to the provisions of subsection (d) and Section 27.05 below.

(c) The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following

dates: the last day of the current term of this Agreement or six months after the date the notice is given.

(d) The elective termination of this Agreement by SWBT under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 27.05 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.05 Effect of Elective Termination. Elective termination of this Agreement by Applicant, as permitted under Section 27.04 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to SWBT under this Agreement. Elective termination of this Agreement by SWBT shall not affect SWBT's obligations to afford access to SWBT's poles, ducts, conduits, and rights-of-way owned or controlled by SWBT as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

28.01 Information Provided by Applicant to SWBT. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Applicant to SWBT in connection with this Agreement (including but not limited to information submitted in connection with Applicant's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "confidential" or "proprietary" information of Applicant and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Applicant's review of records regarding a particular market area, or relating to assignment of space to Applicant in a particular market area, and further includes knowledge or information about the timing of Applicant's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by Applicant and aggregated by SWBT in a manner that does not directly or indirectly identify Applicant).

28.02 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Applicant to SWBT in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not

limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03-28.06.

28.03 Permitted Uses of Applicant's Confidential Information. Notwithstanding the provisions of Sections 28.01 and 28.02 above, SWBT and persons acting on SWBT's behalf may utilize Applicant's confidential or proprietary information for the following purposes: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Agreement and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.03 of this Agreement.

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.07 Other Uses of Confidential Information. No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.01 Notices to Applicant. Except as otherwise provided in APPENDIX VI ("Notices to Applicant"), all written notices required to be given to Applicant shall be delivered or mailed to Applicant's duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to Applicant's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Susan McAdams

Firm: New Edge Network, Inc. d/b/a New Edge Networks

Address: 3000 Columbia House Blvd., Suite 106

City/State/Zip: Vancouver, WA 98661

29.02 Notices to SWBT. Except as otherwise provided in APPENDIX VII ("Notices to SWBT"), all written notices required to be given to SWBT shall be delivered or mailed to SWBT's duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) On the effective date of this Agreement, and until further notice to Applicant, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in APPENDIX VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: DISPUTE RESOLUTION

30.01 Purpose. The provisions of this article are intended to minimize litigation between the parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the parties arising under this Agreement may be submitted by either party for resolution under this article.

30.02 Exclusive Remedy for Monetary Claims under $25,000. Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the parties agree

to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of $25,000 or less which arises out of or in connection with this Agreement.

30.03 Prerequisite to Litigation. The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by SWBT to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either party against the other with respect to such contested charges until the parties have engaged in good faith negotiations as provided in Section 30.04, and, if the parties agree, in mediation under Section 30.05.

30.04 Good Faith Negotiation. Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

(a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.

(b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.

(c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall 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.

(d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.05 Mediation. If the parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the parties.

(a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator

as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute.

(b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

(c) Mediation sessions shall be private.

(d) All records, reports or other documents considered by the mediator shall be confidential.

(e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

(f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:

(1) Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
(2) Admissions made by the other party during the mediation proceedings;

(3) Proposals made or views expressed by the mediator; or

(4) The fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

(g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or

after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

(h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.06 Arbitration. If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in subsection (a) of Section 30.04 of this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of $25,000 or less which arises out of or in connection with this Agreement. The parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds $25,000, but they shall not be required by this Agreement to do so.

(a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.

(b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.

(1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.

(2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.

(c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless

extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.

(1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, in Topeka, Kansas.

(2) The parties shall submit written briefs five days before the hearing.

(3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

(4) The arbitrator shall have no authority to order punitive or consequential damages.

(5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

(a) A party seeking discovery shall reimburse the responding party for the costs incurred by the responding party in producing documents.

(b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.05 or by binding arbitration under Section 30.06.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

32.04 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.05 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

32.06 Effect on Licenses Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.07 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.08 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.09 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[ ] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to SWBT's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. SWBT is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or

determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

[ ] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

33.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee

_____
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of SWBT's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by SWBT

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF FEES AND CHARGES (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

A) Pole Attachment Fees

1) General

a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.

b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

2) Fees (1999 Rates)

Semiannual Pole Attachment Fees	Annual	Semiannual
Per pole attachment (cable service only)	$ 1.75	$ 0.875
Per pole attachment (telecommunications carriers)	$ 1.75	$ 0.875
Per pole attachment (other)	$ N/A	$ N/A

B) Conduit Occupancy Fees

1) General

a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

b) Fees shall be payable semiannually in advance on the first days of January and July.

2) Fees (1999 Rates)

Semiannual Per Foot Conduit Occupancy Fees	Annual	Semiannual
Full duct/duct foot (cable service only)	$ 0.58/ft	$ 0.29/ft
Full duct/duct foot (telecommunications carriers)	$ 0.58/ft	$ 0.29/ft
Full duct/duct foot (other)	$ N/A	$ N/A
Half duct/duct foot (cable service only)*	$ 0.29/ft	$ 0.145/ft
Half duct/duct foot (telecommunications carriers)*	$ 0.29/ft	$ 0.145/ft
Half duct/duct foot (other)*	$ N/A	$ N/A

*Each inner duct is billed at the half duct rate.

a) Facility footage shall be measured i) from the center of one manhole to the renter of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.

c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.

d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.

e) When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.

C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.

E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay (1) half of SWBT's charges for the project at 50 percent job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50% job completion and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require

Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

F) Construction Inspectors. Where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system by contractors approved by SWBT or by qualified personnel employed by Applicant, SWBT shall bear the entire cost of sending construction inspectors to the site. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system by persons other than contractors approved by SWBT or qualified personnel employed by Applicant, Applicant shall pay SWBT's full costs attributable to having a construction inspector present; provided, however, that SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for the actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.

H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, a one-time contract administration fee of $250.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding $125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees, as ordered by the State Commission.

I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.

J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.

K) Payment Date. For fees and charges other than charges for facilities modification, capacity, expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: New Edge Network, Inc. d/b/a New Edge Networks
.

Applicant's principal place of business is located in the State of Washington
.

Applicant does business under the following assumed names: _____

_____

_____.

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____; or

[ ] another entity, as follows: _____

_____.

Applicant represents that Applicant is:

[ ] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) a person or entity which is neither (1) nor (2) above, as follows:

_____

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APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

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APPENDIX IV
INSURANCE REQUIREMENTS (KANSAS)

This Appendix IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Appendix, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant's Behalf. Applicant shall maintain, at all times during the term of the Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at the premises described in 1) above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. Applicant shall maintain, at all times during the term of the Master Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

1) Personal Injury and Advertising Injury coverage.

2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.

4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.

7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of Applicant's operations.

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in 1) above.

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE

EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be:

Southwestern Bell Telephone Company
500 E. 8th, Room 598
Kansas City, Missouri 64106
ATTENTION: Utility Liaison Supervisor

f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

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

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

Agreement No. _____

APPENDIX V
NONDISCLOSURE AGREEMENT (KANSAS)

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 2000, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of New Edge Network, Inc. d/b/a New Edge Networks, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing,

engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with

restrictive notations such as “Proprietary,” “Restricted Proprietary,” “Confidential,” “Not to Be Copied or Reproduced,” or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT’s records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney’s fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days’ advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Kansas.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

New Edge Network, Inc. d/b/a New Edge Networks Recipient (Print or Type Name)	Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

By _____
Signature

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

Agreement No. _____

APPENDIX VI
NOTICES TO APPLICANT (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Special notice provisions. The following special notice provisions, if any, shall apply:

Agreement No. _____

APPENDIX VII
NOTICES TO SWBT (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01	Notification of Designation of Primary Point of Contact
7.03(a)	Notification of intent to review records
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.04(e)	Notification Regarding Make-Ready Work
12.03(d)	Notification of placing J-hook on non-licensed pole
12.04	Notification of occupation of maintenance duct for short-term use
12.06	Notification of Applicant's maintenance contact
13.01	Notification of planned modifications
14.02(c)	Notification of Applicant's desire to add to or modify its existing attachment
15.02(b)	Notification of occupation of maintenance duct for short-term emergency use
15.03	Notification of emergency repair coordinators
16.01	Notification that facilities have been brought into compliance
17.02(c)	Disclaimer of ownership or responsibility for untagged facilities

17.06	Notification of Applicant's response to ownership of facilities in question
18.01(a)	Notice of intent to remove facilities
18.01(e)	Notice of intent to terminate license
18.06	Notification of completion of removal of facilities
20.01(c)	Notification of change of bond
21.17	Notification of claims
23.XX	All notifications of insurance coverage in Article 23
24.03	Notification of assignment
25.01	Notification of termination
25.03	Notification of cure of breach
27.04	Notice of elective termination
29.03	Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a)	Notifications relating to electrical interference
6.09(d)	Notifications of unsafe conditions
6.11(a)	Notification of manhole entry
6.13(c)	Notification of environmental contaminants
10.02(b)	Notification of materials required for self-provisioning of inner duct
15.04	Notification of conditions requiring emergency repair

15.06(a) Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Agreement No. _____

APPENDIX VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (KANSAS)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Kansas is named below. Notices to the Utility Liaison Supervisor should be addressed as follows:

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 690

City/State/Zip: Kansas City, Missouri 64106

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-KS** and CLEC will negotiate prices.

1.5 The following defines the zones found in the Appendix Pricing:

Zone:	Rate Group	Description:
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

1.6 For modifications of **SWBT-KS**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-KS** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SWBT-KS** will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-KS** network, without any changes to **SWBT-KS**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC’s SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-KS** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

4.2 Rate Structure for ULS

4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-KS** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 **SWBT-KS** will not bill ULS-T for Intra switch calls.

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-KS**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-KS** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-KS** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-KS** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SWBT-KS** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-KS** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-KS** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-KS** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-KS** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-KS** will not

bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-KS** will not charge terminating access to CLEC or the IXC except that **SWBT-KS** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-KS** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-KS** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
1		**UNBUNDLED NETWORK ELEMENTS**									
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None		$ 20.49	**	$ 10.25	**	
3			2-Wire Analog Zone 1 (Rural)	U21	$ 23.34	*	$ 70.00	**	$ 29.25	**	
4			2-Wire Analog Zone 2 (Suburban)	U21	$ 13.64	*	$ 70.00	**	$ 29.25	**	
5			2-Wire Analog Zone 3 (Urban)	U21	$ 11.86	*	$ 70.00	**	$ 29.25	**	
6			Conditioning for dB loss from 8db to 5db	UL2	$ 7.81	*	$ 22.76	**	$ 8.58	**	
7			4-Wire Analog Zone 1(Rural)	U4H	$ 41.76	*	$ 305.90	**	$ 117.05	**	
8			4-Wire Analog Zone 2 (Suburban)	U4H	$ 23.94	*	$ 305.90	**	$ 117.05	**	
9			4-Wire Analog Zone 3 (Urban)	U4H	$ 19.44	*	$ 305.90	**	$ 117.05	**	
10			2-Wire Digital Zone 1(Rural)	U2Q	$ 40.69	*	$ 181.75	**	$ 94.80	**	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	$ 29.50	*	$ 181.75	**	$ 94.80	**	
12			2-Wire Digital Zone 3 (Urban)	U2Q	$ 32.66	*	$ 181.75	**	$ 94.80	**	
13			4-Wire Digital Zone 1(Rural)	U4D1X	$ 88.48	*	$ 136.63	**	$ 53.94	**	
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	$ 70.26	*	$ 136.63	**	$ 53.94	**	
15			4-Wire Digital Zone 3 (Urban)	U4D1X	$ 64.78	*	$ 136.63	**	$ 53.94	**	
16			DS3 Loop Zone 1 (Rural)	under development	$ 763.21	***	$ 630.60	***	$ 275.73	***	
17			DS3 Loop Zone 2 (Suburban)	under development	$ 713.31	***	$ 630.60	***	$ 275.73	***	
18			DS3 Loop Zone 3 (Urban)	under development	$ 645.60	***	$ 630.60	***	$ 275.73	***	
19		DSL Capable Loops***	2-Wire Digital Loop ISDN/IDSL Zone 1 (Rural)	U2Q	See 2-Wire Digital above	***	See 2-Wire Digital above	***	See 2-Wire Digital above		
20			2-Wire Digital Loop ISDN/IDSL Zone 2 (Suburban	U2Q	See 2-Wire Digital above	***	See 2-Wire Digital above	***	See 2-Wire Digital above		
21			2-Wire Digital Loop ISDN/IDSL Zone 3 (Urban)	U2Q	See 2-Wire Digital above	***	See 2-Wire Digital above	***	See 2-Wire Digital above		
22			2 Wire xDSL Loop Zone 1 (Rural)	2SLAX	$ 23.34	***	$ 70.00	***	$ 29.25	**	
23			2 Wire xDSL Loop Zone 2 (Suburban)	2SLAX	$ 13.64	***	$ 70.00	***	$ 29.25	**	
24			2 Wire xDSL Loop Zone 3 (Urban)	2SLAX	$ 11.86	***	$ 70.00	***	$ 29.25	**	
25			4 Wire xDSL Loop Zone 1 (Rural)	4SL1X	$ 41.76	***	$ 305.90	***	$ 117.05	**	
26			4 Wire xDSL Loop Zone 2 (Suburban)	4SL1X	$ 23.94	***	$ 305.90	***	$ 117.05	**	
27			4 Wire xDSL Loop Zone 3 (Urban)	4SL1X	$ 19.44	***	$ 305.90	***	$ 117.05	**	
28		Sub Loops***	2 Wire Analog Distribution Zone 1 (Rural)	UG2	ICB	***	ICB	***	ICB	***	
29			2 Wire Analog Distribution Zone 2 (Suburban)	UG2	ICB	***	ICB	***	ICB		
30			2 Wire Analog Distribution Zone 3 (Urban)	UG2	ICB	***	ICB	***	ICB		
31			2 Wire Digital Distribution ISDN/IDSL Zone 1 (Rural)	UK2	ICB	***	ICB	***	ICB	***	
32			2 Wire Digital Distribution ISDN/IDSL Zone 2 (Suburban)	UK2	ICB	***	ICB	***	ICB	***	

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
33			2 Wire Digital Distribution ISDN/IDSL Zone 3 (Urban)	UK2	ICB	***	ICB	***	ICB	***	
34			4 Wire Analog Distribution xDSL Zone 1 (Rural)	UG4	ICB	***	ICB	***	ICB	***	
35			4 Wire Analog Distribution xDSL Zone 2 (Suburban)	UG4	ICB	***	ICB	***	ICB	***	
36			4 Wire Analog Distribution xDSL Zone 3 (Urban)	UG4	ICB	***	ICB	***	ICB	***	
37			4 Wire Digital Distribution ISDN/IDSL Zone 1 (Rural)	UK4RE	ICB	***	ICB	***	ICB	***	
38			4 Wire Digital Distribution ISDN/IDSL Zone 2 (Suburban)	UK4RE	ICB	***	ICB	***	ICB	***	
39			4 Wire Digital Distribution ISDN/IDSL Zone 3 (Urban)	UK4RE	ICB	***	ICB	***	ICB	***	
40			Loop Qualification Process	NRBXU	None	***	$ 15.00	***	None		
41		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	***	$ 100.00	***	TBD	**	
42			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	***	TBD	***	TBD	**	
43			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	***	TBD	***	TBD	**	
44			Removal of Bridged Taps and Repeaters	NRBXH	None	***	TBD	***	TBD	**	
45			Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	***	TBD	***	TBD	**	
46			Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	***	TBD	***	TBD	**	
47			Removal of Bridged Taps	NRBXW	None	***	$ 100.00	***	TBD	**	
48			Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	***	TBD	***	TBD	**	
49			Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	***	TBD	***	TBD	**	
50			Removal of Bridged Taps and Load Coils	NRBXF	None	***	TBD	***	TBD	**	
51			Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	***	TBD	***	TBD	**	
52			Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	***	TBD	***	TBD	**	
53			Removal of Load Coils	NRBXZ	None	***	$ 100.00	***	TBD	**	
54			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	***	TBD	***	TBD	**	

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
55			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	***	TBD	***	TBD	**	
56		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	$ 1.05	*	$ 129.40	**	TBD	**	
57			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 1.47	*	$ 35.83	**	$ 29.44	**	
58			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$ 2.95	*	$ 41.63	**	$ 35.73	**	
59			DSL Shielded Loop to UNE POA Method 1	Under Development	$ 1.05	*	$ 129.40	**	TBD	**	
60			DSL Shielded Loop to UNE POA Method 2	Under Development	$ 1.05	*	$ 129.40	**	TBD	**	
61			DSL Shielded Loop to UNE POA Method 3	Under Development	$ 1.05	*	$ 129.40	**	TBD	**	
62			2-Wire DSL Non-Shielded Cross Connect to POA Method 1	Under Development	$ 1.47	*	$ 35.83	**	$ 29.44	**	
63			2-Wire DSL Non-Shielded Cross Connect to POA Method 2	Under Development	$ 1.47	*	$ 35.83	**	$ 29.44	**	
64			2-Wire DSL Non-Shielded Cross Connect to POA Method 3	Under Development	$ 1.47	*	$ 35.83	**	$ 29.44	**	
65			4-Wire DSL Non-Shielded Cross Connect to POA Method 1	Under Development	$ 2.95	*	$ 41.63	**	$ 35.73	**	
66			4-Wire DSL Non-Shielded Cross Connect to Method 2	Under Development	$ 2.95	*	$ 41.63	**	$ 35.73	**	
67			4-Wire DSL Non-Shielded Cross Connect to POA Method 3	Under Development	$ 2.95	*	$ 41.63	**	$ 35.73	**	
68		Sub Loop Cross Connects	2-Wire	UCX1X	ICB	***	ICB	***	ICB	**	
69			4-Wire	UCX14	ICB	***	ICB	***	ICB	**	
70		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	$ 1.47	*	$ 35.83	**	$ 29.44	**	
71			2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 1.47	*	$ 35.83	**	$ 29.44	**	
72			4-Wire Analog Loop to Collocation	UCXC4	$ 2.95	*	$ 41.63	**	$ 35.73	**	
73			4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 2.95	*	$ 41.63	**	$ 35.73	**	
74			2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	*	$ 19.96	**	$ 12.69	**	

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
75			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 2.10	*	$ 19.96	**	$ 12.69	**	
76			4-Wire Digital Loop to Collocation	(UCXHX) under development	$ 11.30	*	$ 34.48	**	$ 28.57	**	
77			DS3 C.O. Cross Connect to Collocation	under development	$ 18.71	***	$ 112.29	***	$ 79.38	***	
78		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	under development	$ 0.57	*	$ 92.05	**	$ 73.25	**	
79			2-wire Analog Loop to POA - Method 2	under development	$ 0.65	*	$ 92.05	**	$ 73.25	**	
80			2-wire Analog Loop to POA - Method 3	under development	$ 0.77	*	$ 92.05	**	$ 73.25	**	
81			4-wire Analog Loop to POA - Method 1	under development	$ 0.81	*	$ 106.50	**	$ 88.90	**	
82			4-wire Analog Loop to POA - Method 2	under development	$ 0.89	*	$ 106.50	**	$ 88.90	**	
83			4-wire Analog Loop to POA - Method 3	under development	$ 1.01	*	$ 106.50	**	$ 88.90	**	
84			2-wire Digital Loop to POA - Method 1	under development	$ 0.57	*	$ 92.05	**	$ 73.25	**	
85			2-wire Digital Loop to POA - Method 2	under development	$ 0.65	*	$ 92.05	**	$ 73.25	**	
86			2-wire Digital Loop to POA - Method 3	under development	$ 0.77	*	$ 92.05	**	$ 73.25	**	
87			4-wire Digital Loop to POA - Method 1	under development	$ 0.81	*	$ 152.25	**	$ 102.15	**	
88			4-wire Digital Loop to POA - Method 2	under development	$ 0.89	*	$ 152.25	**	$ 102.15	**	
89			4-wire Digital Loop to POA - Method 3	under development	$ 1.01	*	$ 152.25	**	$ 102.15	**	
90			Analog Line Port to POA - Method 1	under development	$ 0.57	*	$ 69.25	**	$ 56.25	**	
91			Analog Line Port to POA - Method 2	under development	$ 0.65	*	$ 69.25	**	$ 56.25	**	
92			Analog Line Port to POA - Method 3	under development	$ 0.77	*	$ 69.25	**	$ 56.25	**	
93			ISDN BRI Line Port to POA - Method 1	under development	$ 0.81	*	$ 78.70	**	$ 66.65	**	

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
94			ISDN BRI Line Port to POA - Method 2	under development	$ 0.89	*	$ 78.70	**	$ 66.65	**	
95			ISDN BRI Line Port to POA - Method 3	under development	$ 1.01	*	$ 78.70	**	$ 66.65	**	
96			ISDN PRI Trunk Port to POA - Method 1	under development	$ 0.81	*	$ 126.55	**	$ 114.50	**	
97			ISDN PRI Trunk Port to POA - Method 2	under development	$ 0.89	*	$ 126.55	**	$ 114.50	**	
98			ISDN PRI Trunk Port to POA - Method 3	under development	$ 1.01	*	$ 126.55	**	$ 114.50	**	
99			Analog DID Trunk Port to POA - Method 1	under development	$ 1.15	*	$ 153.15	**	$ 135.55	**	
100			Analog DID Trunk Port to POA - Method 2	under development	$ 1.30	*	$ 153.15	**	$ 135.55	**	
101			Analog DID Trunk Port to POA - Method 3	under development	$ 1.30	*	$ 153.15	**	$ 135.55	**	
102			DS1 Trunk Port to POA - Method 1	under development	TBD		TBD		TBD		
103			DS1 Trunk Port to POA - Method 2	under development	TBD		TBD		TBD		
104			DS1 Trunk Port to POA - Method 3	under development	TBD		TBD		TBD		
105			Unbundled Dedicated Transport to POA: DS1 - Method 1	under development	$ 6.96	*	$ 99.25	**	$ 95.25	**	
106			Unbundled Dedicated Transport to POA: DS1 - Method 2	under development	$ 7.04	*	$ 99.25	**	$ 95.25	**	
107			Unbundled Dedicated Transport to POA: DS1 - Method 3	under development	$ 7.16	*	$ 99.25	**	$ 95.25	**	
108			Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB		ICB		ICB		
109			Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB		ICB		ICB		
110			Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB		ICB		ICB		
111			Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB		ICB		ICB		
112			Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB		ICB		ICB		
113			Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB		ICB		ICB		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
114			Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB		ICB		ICB		
115			Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB		ICB		ICB		
116			Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB		ICB		ICB		
117			Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB		ICB		ICB		
118			Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB		ICB		ICB		
119			Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB		ICB		ICB		
120		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1(Rual)	ZZULS	$ 0.002530	*	None		None		
121			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	$ 0.001690	*	None		None		
122			Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	$ 0.001310	*	None		None		
123			Local Switching-SS7 Signaling per call	ZZUU7	$ 0.0000547	*	None		None		
124		Customized Routing	Customized Routing	under development	ICB		ICB		ICB		
125		Customized Routing UNE AIN	Per query per customer line	ZZURO	$ 0.000440	*	None		None		
126		Switch Ports	Analog Line Port	UYP	$ 1.61	*	$ 39.37	**	$ 35.27	**	
127			ISDN BRI Line Port	U1P	$ 4.83	*	$ 6.47	**	$ 3.53	**	
128			ISDN PRI Line Port	UJP	$ 143.98	*	$ 515.35	**	$ 236.55	**	
129			Analog DID Trunk Port	U5P	$ 9.60	*	$ 62.00	**	$ 62.00	**	
130			DS1 Trunk Port	U9Z	$ 95.37	*	$ 162.00	**	$ 25.00	**	
131			Optional Calling Area (Two-way EAS) Additive	OPXEX	$ 24.40	*	None		None		
132		Switch Port Cross Connects	Analog Line Port to Collocation	under development	TBD		$ 3.22	**	$ 3.22	**	
133			Analog DID Trunk Port to Collocation	under development	TBD		TBD		TBD		
134			ISDN BRI Line Port to Collocation	under development	TBD		$ 3.22	**	$ 3.22	**	
135			ISDN PRI Trunk Port to Collocation	under development	TBD		$ 15.00	**	$ 15.00	**	
136			DS1 Trunk Port to Collocation	(UCXD2) under development	TBD		TBD		TBD		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
137		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None		$ 0.76	**	None		
138			Call Waiting ID	NWT	None		$ 0.76		None		
139			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None		$ 0.76	**	None		
140			Call Forwarding Variable	ESM	None		$ 0.76	**	None		
141			Call Forwarding Busy Line	EVB	None		$ 0.76	**	None		
142			Call Forwarding Don't Answer	EVD	None		$ 0.76	**	None		
143			Call Forwarding Busy Line Don't Answer	E5E	None		$ 0.76	**	None		
144			Call Transfer Disconnect	FG3	None		$ 0.76	**	None		
145			Simutaneous Call Forwarding	ESD	None		$ 0.76	**	None		
146			Remote Access to Call Forwarding	RC3	None		$ 0.76	**	None		
147			Three-Way Calling	ESC	None		$ 0.76	**	None		
148			Speed Calling 8	ESL	None		$ 0.76	**	None		
149			Speed Calling 30	ESF	None		$ 0.76	**	None		
150			Auto Callback/Auto Redial	NSQ	None		$ 0.76	**	None		
151			Distinctive Ring/Priority Call	NSK	None		$ 0.76	**	None		
152			Selective Call Rejection/Call Blocker	NSY	None		$ 0.76	**	None		
153			Auto Recall/Call Return	NSS	None		$ 0.76	**	None		
154			Selective Call Forwarding	NCE	None		$ 0.76	**	None		
155			Calling # Delivery	NSD	None		$ 0.76	**	None		
156			CNAM Delivery	NMP	None		$ 0.76	**	None		
157			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None		$ 0.76	**	None		
158			Calling Number/Name Blocking	NSG	None		$ 0.76	**	None		
159			Anonymous Call Rejection	AYK	None		$ 0.76	**	None		
160			Customer Alerting Enablement	AWS	None		$ 0.76	**	None		
161			Toll Restriction	DH2	None		$ 0.76	**	None		
162			International Direct Dialing Blocking	NR4BK	None		$ 0.76	**	None		
163		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None		$ 1.91	**	None		
164			Personalized Ring - DN1	DRS1X	None		$ 1.91	**	None		
165			Personalized Ring - DN2	DRS2X	None		$ 1.91	**	None		
166			Hunting Arrangement	NR931	None		$ 9.60	**	None		
167		Analog Line Port Features Activation per successful occurance	Call Trace (per feature per port)	NST	None		$ 0.76	**	None		
168			Call Trace (per successful occurrence per port)	ZZUCL	$ 6.65	*	None		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
169			Usage sensitive Call Return (per feature per port)	NV9	None		$ 0.76	**	None		
170			Usage sensitive Call Return(per occurrence)	ZZURE	$ 0.05	*	None		None		
171			Usage sensitive Auto ReDial (per feature per port)	NV8	None		$ 0.76	**	None		
172			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	$ 0.05	*	None		None		
173			Usage sensitive Three Way Calling (per feature per port)	3UY	None		$ 0.76	**	None		
174			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	$ 0.05	*	None		None		
175		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None		$ 6.47	**	None		
176			Additional Call Offering for CSV per B Channel	NCO	None		$ 4.24	**	None		
177			Call Forwarding Don't Answer per B Channel	NQ6	None		$ 4.24	**	None		
178			Call Forwarding Variable per B Channel	NVF	None		$ 4.24	**	None		
179			Three-way Conference Calling per B Channel	NZ3	None		$ 4.24	**	None		
180		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None		$ 5.41	**			
181			CACH EKTS per B Channnel	EFV1X	None		$ 7.20	**	None		
182		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None		$ 4.24	**	None		
183			Calling Number Delivery	ZCN	None		$ 4.24	**	None		
184			Hunt Group for CSD	HTKPG	None		$ 4.24	**	None		
185			Hunt Group for CSV	GXH	None		$ 4.24	**	None		
186			Message Waiting Indicator	NZW	None		$ 4.24	**	None		
187			Secondary Only Telephone Number	DO6	None		$ 4.24	**	None		
188		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None		$ 35.78	**	None		
189			Calling Number Delivery	NXN	None		0.00	**	None		
190			Dynamic Channel Allocation	CCZ	None		$ 5.84	**	None		
191		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features	DID #s - Initial 100 #s	ND8	None		$ 15.21	**	None		
192			DID #s - Addtl.100 #s	ND9	None		$ 1.34	**	None		
193			DID #s - Initial 10 #s	NDZ	None		$ 14.11	**	None		
194			DID #s - Addtl. 10 #s	NDA	None		$ 0.25	**	None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
195		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None		$ 325.37	**	$ 325.37	**	
196			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None		$ 325.37	**	$ 325.37	**	
197			System Establishment per serving office - ISDN BRI Only	SEPUU	None		$ 389.95	**	$ 389.95	**	
198			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None		$ 283.75	**	$ 283.75	**	
199			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None		$ 731.45	**	$ 731.45	**	
200		Analog Line Port & BRI Line Port Centrex -Like Features	Auto Callback Calling/Business Group Callback	RGE	None		$ 1.76	**	None		
201			Call Forwarding Busy Line	GCE	None		$ 1.76	**	None		
202			Call Hold	6AB	None		$ 1.76	**	None		
203			Call Pickup	E3P	None		$ 1.76	**	None		
204			Call Transfer - All Calls	TF1PS	None		$ 1.76	**	None		
205			Class of Service Restr. - Fully	ERSFC	None		$ 1.76	**	None		
206			Class of Service Restr. - Semi	RQW	None		$ 1.76	**	None		
207			Class of Service Restr. - Toll	ERSPA	None		$ 1.76	**	None		
208			Consult. Hold	EBE	None		$ 1.76	**	None		
209			Dial Call Waiting	WDK	None		$ 1.76	**	None		
210			Directed Call Pickup - Non Barge in	69D	None		$ 1.76	**	None		
211			Directed Call Pickup - With Barge in	6MD	None		$ 1.76	**	None		
212			Distinctive Ring and Call Waiting Tone	DRJ	None		$ 1.76	**	None		
213			Hunting Arrgmt - Basic	HRK	None		$ 1.76	**	None		
214			Hunting Arrgmt - Circular	HCK	None		$ 1.76	**	None		
215		Analog Line Port Centrex-Like Features	Standard feature initialization per analog port	NR935	None		$ 0.52	**	None		
216			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None		$ 1.76	**	None		
217			Call Forwarding Don't Answer	69H	None		$ 1.76	**	None		
218			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None		$ 1.76	**	None		
219			Call Waiting - Orig.	6SZ	None		$ 1.76	**	None		
220			Call Waiting - Term.	HUH	None		$ 1.76	**	None		
221			Speed Calling Personal	E18	None		$ 1.76	**	None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
222			Three Way Calling	ESCPS	None		$ 1.76	**	None		
223			Voice/Data Protection	D7N	None		$ 1.76	**	None		
224		BRI Line Port Centrex-Like Features	Standard feature initialization per ISDN BRI Port	NR936	None		$ 1.76	**	None		
225			Speed Calling Personal	NXG	None		$ 1.76	**	None		
226		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	$ 0.000789	*	None		None		
227		Blended Transport	Blended Transport Zone 1 (Rural)	ZZUBT	$ 0.000475	*	None		None		
228			Blended Transport Zone 2 (Suburban)	ZZUBT	$ 0.000429	*	None		None		
229			Blended Transport Zone 3 (Urban)	ZZUBT	$ 0.000401	*	None		None		
230		Common Transport	Common TransportTermination Per Minute of Use Zone 1 (Rural)	ZZUCT	$ 0.000196	*	None		None		
231			Common TransportTermination Per Minute of Use Zone 2 (Suburban)	ZZUCT	$ 0.000171	*	None		None		
232			Common TransportTermination Per Minute of Use Zone 3 (Urban)	ZZUCT	$ 0.000157	*	None		None		
233			Common TransportTermination Per Minute of Use Interzone	ZZUCT	$ 0.000186	*					
234			Common TransportFacility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	$ 0.000006	*	None		None		
235			Common TransportFacility Per Minute, Per Mile Zone 2 (Suburbanl)	ZZUCT	$ 0.000003	*	None		None		
236			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	$ 0.000001	*	None		None		
237			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	$ 0.000001	*					
238		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities Zone 1 (Rural)	UENHX	$ 240.15	**	$ 179.60	**	$ 76.99	**	
239			UDT-DS1 Entrance Facilities Zone 2 (Suburban)	UENHX	$ 131.05	**	$ 179.60	**	$ 76.99	**	
240			UDT-DS1 Entrance Facilities Zone 3 (Urban)	UENHX	$ 126.85	**	$ 179.60	**	$ 76.99	**	
241			UDT-DS3 Entrance Facilities Zone 1 (Rural)	UENJX	$ 1,918.45	**	$ 207.94	**	$ 89.03	**	
242			UDT-DS3 Entrance Facilities Zone 2 (Suburban)	UENJX	$ 1,880.00	**	$ 207.94	**	$ 89.03	**	
243			UDT-DS3 Entrance Facilities Zone 3 (Urban)	UENJX	$ 1,825.85	**	$ 207.94	**	$ 89.03	**	
244			UDT-OC3 Entrance Facilities Zone 1 (Rural)	UENKX	ICB		ICB		ICB		
245			UDT-OC3 Entrance Facilities Zone 2 (Suburban)	UENKX	ICB		ICB		ICB		
246			UDT-OC3 Entrance Facilities Zone 3 (Urban)	UENKX	ICB		ICB		ICB		
247			UDT-OC12 Entrance Facilities Zone 1 (Rural)	UENLX	ICB		ICB		ICB		
248			UDT-OC12 Entrance Facilities Zone 2 (Suburban)	UENLX	ICB		ICB		ICB		
249			UDT-OC12 Entrance Facilities Zone 3 (Urban)	UENLX	ICB		ICB		ICB		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
250			UDT-OC48 Entrance Facilities Zone 1 (Rural)	Under development	ICB		ICB		ICB		
251			UDT-OC48 Entrance Facilities Zone 2 (Suburban)	Under development	ICB		ICB		ICB		
252			UDT-OC48 Entrance Facilities Zone 3 (Urban)	Under development	ICB		ICB		ICB		
253			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	$ 51.89	*	$ 184.84	**	$ 118.14	**	
254			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$ 44.59	*	$ 184.84	**	$ 118.14	**	
255			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	$ 40.78	*	$ 184.84	**	$ 118.14	**	
256			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$ 46.86	*	$ 184.84	**	$ 118.14	**	
257			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	$ 1.53	*	None		None		
258			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	$ 0.72	*	None		None		
259			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	$ 0.32	*	None		None		
260			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$ 0.35	*	None		None		
261			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	None	*	$ 203.10	**	$ 135.06	**	
262			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$ 596.55	*	$ 203.10	**	$ 135.06	**	
263			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	$ 478.64	*	$ 203.10	**	$ 135.06	**	
264			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$ 512.30	*	$ 203.10	**	$ 135.06	**	
265			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	None	*	None		None		
266			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$ 17.51	*	None		None		
267			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	$ 12.83	*	None		None		
268			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$ 2.85	*	None		None		
269			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	None	*	ICB		ICB		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
270			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	$ 1,779.28	**	ICB		ICB		
271			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	$ 1,391.54	**	ICB		ICB		
272			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	$ 1,608.67	**	ICB		ICB		
273			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	None	**	ICB		ICB		
274			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	$ 51.15	**	ICB		ICB		
275			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	$ 36.86	**	ICB		ICB		
276			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	$ 8.11	**	ICB		ICB		
277			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	None	**	ICB		ICB		
278			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	$ 6,380.51	**	ICB		ICB		
279			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	$ 4,974.88	**	ICB		ICB		
280			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	$ 5,661.91	**	ICB		ICB		
281			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	None	**	ICB		ICB		
282			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	$ 204.64	**	ICB		ICB		
283			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	$ 147.43	**	ICB		ICB		
284			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	$ 32.43	**	ICB		ICB		
285			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNNS	None	**	ICB		ICB		
286			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	$ 25,522.00	**	ICB		ICB		
287			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNNS	$ 19,897.39	**	ICB		ICB		
288			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	$ 22,647.58	**	ICB		ICB		
289			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNNS	None	**	ICB		ICB		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
290			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNNS	$ 818.57	**	ICB		ICB		
291			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNNS	$ 589.73	**	ICB		ICB		
292			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	ULNNS	$ 129.73	**	ICB		ICB		
293		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	$ 7.12	*	$ 245.45	**	$ 200.15	**	
294			DS3 to Collocation	UCXJX	$ 23.61	*	$ 171.20	**	$ 125.90	**	
295			OC3 to Collocation	UCXNX	$ 2.41	**	ICB		ICB		
296			OC12 to Collocation	(UCXNX) under development	$ 2.41	**	ICB		ICB		
297			OC48 to Collocation	(UCXNX) under development	$ 2.41	**	ICB		ICB		
298		Network Reconfigeration Service	DSO DS1 Port	UDUDX	$ 45.14	*	$ 43.00	**	None		
299			DSO DS3 Port	(UDU3X) under development	$ 490.05	*	$ 32.00	**	None		
300			DCS Establishment	SEPU3	None		$ 1,722.00	**	None		
301			Database Modification	NR9U4	None		$ 80.00	**	None		
302		Multiplexing	DS1 to VG	UM4BX	$ 119.03	*	$ 288.90	**	$ 187.70	**	
303			DS3 to DS1	UM4AX	$ 359.83	*	$ 1,736.35	**	$ 1,202.10	**	
304		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	$ 47.33	*	$ 100.52	**	$ 82.47	**	
305			SS7 Link Cross Connect - DS1	5-state billed in IBIS	$ 34.13	*	$ 90.52	**	$ 72.48	**	
306			STP to SWBT MDF - DSO	5-state billed in IBIS	$ 47.33	*	$ 100.03	**	$ 81.99	**	
307			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	$ 34.13	*	$ 90.52	**	$ 72.48	**	
308			STP Port Termination	IBIS billed	$ 929.08	*	$ 162.27	**	None		
309			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport		None		None		
310			STP Access Link-56.Kbps (fixed)	IBIS billed	$ 100.16	*	None		None		
311			STP Access Link-56.Kbps (per mile)	IBIS billed	$ 0.91	*	None		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
312			SS7 Transport per Octet	IBIS billed	$ 0.0000002	*	None		None		
313			Signaling Point Code Addition	IBIS billed	None		$ 17.31	**	None		
314			Global Title Translation Addition (GTT)	Under development	None		$ 7.63	**	None		
315		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	not applicable	$ 0.007144	*	None		None		
316			OLNS Query (Includes SMS)		$ 0.005500	*	None		None		
317			CNAM Query (Includes SMS)	not applicable	$ 0.000554	*	None		None		
318			Query Transport (Applies to Valadation, OLNS & CNAM)	not applicable	$ 0.000032	*	None		None		
319			Service Order Cost	not applicable	None		$ 108.55	**	None		
320			Service Establishment Charge	not applicable	None		$ 17.31	**	None		
321		800 Database	Toll Free Database Query	not applicable	$ 0.000215	*	None		None		
322			Call Handling and Destination	not applicable	$ 0.000040	*	None		None		
323		Service Order Charges	Manual New - Simple	NRBUQ	None		$ 5.00	**	None		
324			Manual Change - Simple	NRBUO	None		$ 5.00	**	None		
325			Manual Record - Simple	NRBUU	None		$ 5.00	**	None		
326			Manual Disconnect - Simple	NRBUW	None		$ 5.00	**	None		
327			Manual Suspend - Simple	NRBJZ	None		$ 5.00	**	None		
328			Manual Restore - Simple	NRBJ9	None		$ 5.00	**	None		
329			Manual Expedited - Simple	(NRBUQ)	None		$ 5.00	**	None		
330			Manual Customer Not Ready - Simple	(NRBUQ)	None		$ 5.00	**	None		
331			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None		$ 5.00	**	None		
332			Manual New - Complex	NRBUR	None		$ 5.00	**	None		
333			Manual Change - Complex	NRBUP	None		$ 5.00	**	None		
334			Manual Record - Complex	NRBUV	None		$ 5.00	**	None		
335			Manual Disconnect - Complex	NRBUX	None		$ 5.00	**	None		
336			Manual Suspend - Complex	NRBJ7	None		$ 5.00	**	None		
337			Manual Restore - Complex	NRBJ8	None		$ 5.00	**	None		
338			Manual Expedited - Complex	(NRBUR)	None		$ 5.00	**	None		
339			Manual Customer Not Ready - Complex	(NRBUR)	None		$ 5.00	**	None		
340			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None		$ 5.00	**	None		
341			Electronic New - Simple	NR9W2	None		$ 5.00	**	None		
342			Electronic New - Complex	NRBAW	None		$ 5.00	**	None		
343			Electronic Change - Simple	NR9GG	None		$ 5.00	**	None		
344			Electronic Record - Simple	NR9GU	None		$ 5.00	**	None		
345			Electronic Disconnect - Simple	NR9GZ	None		$ 5.00	**	None		
346			Electronic Suspend - Simple	NRBJ5	None		$ 5.00	**	None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
347			Electonic Restore - Simple	NRBJ6	None		$ 5.00	**	None		
348			Electronic Expedited - Simple	(NR9W2)	None		$ 5.00	**	None		
349			Electronic Customer Not Ready - Simple	(NR9W2)	None		$ 5.00	**	None		
350			Electronic Due Date Change or Cancellation Simple - Electronic	(NR9W2)	None		$ 5.00	**	None		
351			PIC Change Charge	NRBL9	None		$ 5.00	**	None		
352		**OTHER**									
353		Directory Assistance	Directory Assistance (DA) - per call	not applicable	$ 0.340357	*	None		None		
354			Directory Assistance Call Completion (DACC) - per call	not applicable	$ 0.027497	*	None		None		
355			Directory Assistance Nationwide Listing Services (NLS)		$ 0.65	*	None		None		
356			Directory Assistance Non-Pub Emergency Service	not applicable	$ 1.60	*	None		None		
357			Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None		$ 1,690.00	**	None		
358			Directory Assistance - Facility Based Branding Per call (Line # based*)	ZZUCB	$ 0.0041	*	None		None		
359			*When unbundled switching is used or when more than one brand required on same trunk group								
360			Directory Assistance - Facilities Based Rate Reference Initial Load	NRBDL	None		$ 2,665.90	**	None		
361			Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load/Rater Load	NRBDM	None		$ 1,116.23	**	None		
362			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None		$ 0.0585		None		
363			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None		$ 0.0585		None		
364			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 1.60	*	None		None		
365		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	Not Applicable	$ 0.11890	*	None		None		
366			Operator Services - Operator Assisted Call Processing (Per work second)		$ 0.01520	*	None		None		
367			Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None		$ 1,690.00	**	None		
368			Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	$ 0.0041	*	None		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
369			*When unbundled switching is used or when more than one brand required on same trunk group								
370			Operator Services - Facilities Based Rate Reference -Initial Load	NRBDL	None		$ 2,665.90	**	None		
371			Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None		$ 1,116.23	**	None		
372			Intralata Message Rating - Rate per initial load	Not Applicable	None		$ 608.61		None		
373			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None		$ 608.61		None		
374		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None		$ 10,000.00		None		
375			UNE Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	*	None		None		
376			Local Discount Report (LDR) per WTN	CRIS	$ 0.10	*	None		None		
377		BCR	Per interstate local message	Not Applicable	$ 0.050		None		None		
378			Per local message	Not Applicable	$ 0.080		None		None		
379		Hosting	Billable Message Records and /or access usage records - per Record Charge	not applicable	$ 0.0030	*	None		None		
380			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	not applicable	$ 0.0020	*	None		None		
381			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	not applicable	$ 0.0050	*	None		None		
382			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	not applicable	$ 0.0070	*	None		None		
383			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	not applicable	$ 0.0100	*	None		None		
384		Clearinghouse	CH processing charge for service - per originated CH record	not applicable	$ 0.020	*	None		None		
385			CH billing message - per message	not applicable	$ 0.050	*	None		None		
386		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None		$ 28.95	**	$ 17.72	**	
387			Overtime - per half hour	MVV	None		$ 26.97	**	$ 13.08	**	
388			Premium Time - per half hour	MVV	None		$ 32.29	**	$ 15.74	**	

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
389		Time and Materials Charges	Basic Time - per half hour	ALK, ALT,ALH	None		$ 28.95	**	$ 17.72	**	
390			Overtime - per half hour	ALK, ALT,ALH	None		$ 26.97	**	$ 13.08	**	
391			Premium Time - per half hour	ALK, ALT,ALH	None		$ 32.29	**	$ 15.74	**	
392		**RECIPROCAL COMPENSATION**									
393		Tandem Switching	Tandem Switching Per Minute of Use	not applicable	$ 0.000789	*	None		None		
394		Common Transport	Common Transport -Termination per Minute of Use Zone 1 (Rural)	not applicable	$ 0.000196	*	None		None		
395			Common Transport -Termination per Minute of Use Zone 2 (Suburban)	not applicable	$ 0.000171	*	None		None		
396			Common Transport- Termination per Minute of Use Zone 3 (Urban)	not applicable	$ 0.000157	*	None		None		
397			Common Transport- Termination per Minute of Use Interzone	not applicable	$ 0.000186	*	None		None		
398			Common Transport-Facilites per Minute, per Mile Zone 1 (Rural)	not applicable	$ 0.000006	*	None		None		
399			Common Transport-Facilites per Minute, per Mile Zone 2 (Suburban)	not applicable	$ 0.000003	*	None		None		
400			Common Transport-Facilites per Minute, per Mile Zone 3 (Urban)	not applicable	$ 0.000001	*	None		None		
401			Common Transport-Facilites per Minute, per Mile	not applicable	$ 0.000001	*	None		None		
402		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Rural)	not applicable	$ 0.002530	*	None		None		
403			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	not applicable	$ 0.001690	*	None		None		
404			Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	not applicable	$ 0.001310	*	None		None		
405		Transiting	Transiting-Zone 1 (Rural)	not applicable	$ 0.001027	*	None		None		
406			Transiting-Zone 2 (Suburban)	not applicable	$ 0.000981	*	None		None		
407			Transiting-Zone 3 (Urban)	not applicable	$ 0.000953	*	None		None		
408			Transiting-OCA (Optional Area)	not applicable	$ 0.004000	*	None		None		
409			Transiting-Out of Region	not applicable	$ 0.006000	*	None		None		
410		OCA	OCA Transport & Termination	not applicable	$ 0.021000	*	None		None		
411		**RESALE**									
412		Business - Local Exchange Service	Business 1 Party	not applicable	14.90%		14.90%		None		
413			Business - Multi-Line	not applicable	14.90%		14.90%		None		
414			Business Message Rate 1-Party	not applicable	14.90%		14.90%		None		
415			Customer Operated Pay Telephone Service	not applicable	14.90%		14.90%		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
416			Line Amplifier	not applicable	14.90%		14.90%		None		
417			Public Response Calling Service	not applicable	14.90%		14.90%		None		
418			Telephone Answering and Secretarial Service	not applicable	14.90%		14.90%		None		
419			Service Connections, Move and Changes	not applicable	14.90%		14.90%		None		
420		Business - Expanded Local Calling	Mandatory Extend Local Calling	not applicable	14.90%		14.90%		None		
421			Basehor Optional Calling Area	not applicable	14.90%		14.90%		None		
422			MetroPlus	not applicable	14.90%		14.90%		None		
423		Business - Vertical Services	Auto Redial	not applicable	14.90%		14.90%		None		
424			Call Blocker	not applicable	14.90%		14.90%		None		
425			Call Forwarding	not applicable	14.90%		14.90%		None		
426			Call Forwarding - Busy Line	not applicable	14.90%		14.90%		None		
427			Call Forwarding - Busy Line/Don't Answer	not applicable	14.90%		14.90%		None		
428			Call Forwarding - Don't Answer	not applicable	14.90%		14.90%		None		
429			Call Return	not applicable	14.90%		14.90%		None		
430			Call Trace	not applicable	14.90%		14.90%		None		
431			Call Waiting	not applicable	14.90%		14.90%		None		
432			Calling Name	not applicable	14.90%		14.90%		None		
433			Calling Number	not applicable	14.90%		14.90%		None		
434			Personalized Ring (1 dependent number)	not applicable	14.90%		14.90%		None		
435			Personalized Ring (2 dependent numbers - 1st numl	not applicable	14.90%		14.90%		None		
436			Personalized Ring (2 dependent numbers - 2nd num	not applicable	14.90%		14.90%		None		
437			Priority Call	not applicable	14.90%		14.90%		None		
438			Remote Access to Call Forwarding	not applicable	14.90%		14.90%		None		
439			Selective Call Forwarding	not applicable	14.90%		14.90%		None		
440			Simultaneous Call Forwarding	not applicable	14.90%		14.90%		None		
441			Speed Calling	not applicable	14.90%		14.90%		None		
442			Three Way Calling	not applicable	14.90%		14.90%		None		
443		Business - DID	DID (First Block of 100 - Category 1)	not applicable	14.90%		14.90%		None		
444			DID (First Block of 10 - Category 1)	not applicable	14.90%		14.90%		None		
445			DID (Ea. adl. block of 10 after first 10 - Category 1)	not applicable	14.90%		14.90%		None		
446			DID (Ea. adl. block of 100 after first 100 - Category 2	not applicable	14.90%		14.90%		None		
447			DID (Ea. adl. block of 10 assigned over 1st 100 - Ca	not applicable	14.90%		14.90%		None		
448			DID (with Multifrequency)	not applicable	14.90%		14.90%		None		
449			DID (with Dual-Tone Multifrequency)	not applicable	14.90%		14.90%		None		
450			DID (1st 10 Trunks or access lines)	not applicable	14.90%		14.90%		None		
451			DID (11th thru 50th trunk or network access line)	not applicable	14.90%		14.90%		None		
452			DID (51st trunk or network access line)	not applicable	14.90%		14.90%		None		
453		Business - Trunks	Analog Trunks	not applicable	14.90%		14.90%		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
454			Hotel/Motel Trunks	not applicable	14.90%		14.90%		None		
455			Digital Trunks	not applicable	14.90%		14.90%		None		
456		Business - AIN	Area Wide Networking	not applicable	14.90%		14.90%		None		
457			Caller Intellidata	not applicable	14.90%		14.90%		None		
458			Disaster Routing Service	not applicable	14.90%		14.90%		None		
459			Intelligent Redirectsm	not applicable	14.90%		14.90%		None		
460			Positive ID	not applicable	14.90%		14.90%		None		
461		Business - Other	Bundled Telecommunications Services (e.g., the Wo	not applicable	14.90%		14.90%		None		
462			Busy Out Arrangements	not applicable	14.90%		14.90%		None		
463			Conference Telephone Service	not applicable	14.90%		14.90%		None		
464			Customer Alerting Enablement	not applicable	14.90%		14.90%		None		
465			Grandfathered Services	not applicable	14.90%		14.90%		None		
466			Hot Line	not applicable	14.90%		14.90%		None		
467			Hunting	not applicable	14.90%		14.90%		None		
468			Improved Data Transmission	not applicable	14.90%		14.90%		None		
469			Intercept Referral Service	not applicable	14.90%		14.90%		None		
470			Local Operator Assistance Service	not applicable	14.90%		14.90%		None		
471			Night Number associated with Telephone Number	not applicable	14.90%		14.90%		None		
472			Night Number associated with a Terminal	not applicable	14.90%		14.90%		None		
473			Promotions (Greater than 90 days)	not applicable	14.90%		14.90%		None		
474			Preferred Number Service	not applicable	14.90%		14.90%		None		
475			Second Line Control	not applicable	14.90%		14.90%		None		
476			Selective Call Acceptance	not applicable	14.90%		14.90%		None		
477			Telebranch®	not applicable	14.90%		14.90%		None		
478			TouchTone	not applicable	14.90%		14.90%		None		
479			Voice Dial	not applicable	14.90%		14.90%		None		
480			Warm Line	not applicable	14.90%		14.90%		None		
481		Business - ISDN	Digiline	not applicable	14.90%		14.90%		None		
482			Select Video Plus®	not applicable	14.90%		14.90%		None		
483			Smart Trunksm	not applicable	14.90%		14.90%		None		
484		Business - Toll	IntraLATA MTS	not applicable	14.90%		14.90%		None		
485			MaxiMizer 800®	not applicable	14.90%		14.90%		None		
486			OutWATS	not applicable	14.90%		14.90%		None		
487			800 Service	not applicable	14.90%		14.90%		None		
488		Business - Optional Toll Calling Plans	1+ SAVERsm	not applicable	14.90%		14.90%		None		
489			1+Saver Direct	not applicable	14.90%		14.90%		None		
490			Optional Community Calling Service	not applicable	14.90%		14.90%		None		
491		Business - PLEXAR®	Plexar I®	not applicable	14.90%		14.90%		None		
492			Plexar II®	not applicable	14.90%		14.90%		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
493			Plexar Custom®	not applicable	14.90%		14.90%		None		
494				not applicable	14.90%		14.90%		None		
495			PRIVATE LINE	not applicable	14.90%		14.90%		None		
496		Business - Private Line	Analog Private Lines	not applicable	14.90%		14.90%		None		
497			Announcement Distribution Services	not applicable	14.90%		14.90%		None		
498			Foreign Exchange Service	not applicable	14.90%		14.90%		None		
499			Foreign Serving Office	not applicable	14.90%		14.90%		None		
500			Frame Relay	not applicable	14.90%		14.90%		None		
501			Group Alerting Services	not applicable	14.90%		14.90%		None		
502			MicroLink I®	not applicable	14.90%		14.90%		None		
503			MicroLink II®	not applicable	14.90%		14.90%		None		
504			MultiPoint Video	not applicable	14.90%		14.90%		None		
505			Network Reconfiguration Service	not applicable	14.90%		14.90%		None		
506			Public Response Calling Service	not applicable	14.90%		14.90%		None		
507			Service Loop Facility Modification Service	not applicable	14.90%		14.90%		None		
508		Residence - Local Exchange Service	Life Line and Link Up America Services	not applicable	14.90%		14.90%		None		
509			Residence 1 Party	not applicable	14.90%		14.90%		None		
510			Residence Measured	not applicable	14.90%		14.90%		None		
511			Residence Flat Rate Trunks	not applicable	14.90%		14.90%		None		
512			Urban Mileage	not applicable	14.90%		14.90%		None		
513			Service Connections, Move and Changes	not applicable	14.90%		14.90%		None		
514		Residence - Expanded Local Calling	Mandatory Extend Local Calling	not applicable	14.90%		14.90%		None		
515			Basehor Optional Calling Area	not applicable	14.90%		14.90%		None		
516			MetroPlus	not applicable	14.90%		14.90%		None		
517		Residence - Vertical Services	Auto Redial	not applicable	14.90%		14.90%		None		
518			Call Blocker	not applicable	14.90%		14.90%		None		
519			Call Forwarding	not applicable	14.90%		14.90%		None		
520			Call Forwarding - Busy Line	not applicable	14.90%		14.90%		None		
521			Call Forwarding - Busy Line/Don't Answer	not applicable	14.90%		14.90%		None		
522			Call Forwarding - Don't Answer	not applicable	14.90%		14.90%		None		
523			Call Return	not applicable	14.90%		14.90%		None		
524			Call Trace	not applicable	14.90%		14.90%		None		
525			Call Waiting	not applicable	14.90%		14.90%		None		
526			Calling Name	not applicable	14.90%		14.90%		None		
527			Calling Number	not applicable	14.90%		14.90%		None		
528			Personalized Ring (1 dependent number)	not applicable	14.90%		14.90%		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
529			Personalized Ring (2 dependent numbers - 1st numl	not applicable	14.90%		14.90%		None		
530			Personalized Ring (2 dependent numbers - 2nd num	not applicable	14.90%		14.90%		None		
531			Priority Call	not applicable	14.90%		14.90%		None		
532			Remote Access to Call Forwarding	not applicable	14.90%		14.90%		None		
533			Selective Call Forwarding	not applicable	14.90%		14.90%		None		
534			Simultaneous Call Forwarding	not applicable	14.90%		14.90%		None		
535			Speed Calling	not applicable	14.90%		14.90%		None		
536			Three Way Calling	not applicable	14.90%		14.90%		None		
537		Residence - ISDN	Digiline	not applicable	14.90%		14.90%		None		
538		**OTHER RESALE**		not applicable	14.90%		14.90%		None		
539		Directory Assistance	Directory Assistance Services	not applicable	14.90%		14.90%		None		
540		Nationwide Listings	Nationwide Listing Services (NLS)	not applicable	14.90%		14.90%		None		
541		Toll	900 Call Restriction	not applicable	14.90%		14.90%		None		
542			Home 800sm	not applicable	14.90%		14.90%		None		
543			IntraLATA MTS	not applicable	14.90%		14.90%		None		
544		Optional Toll Calling Plans	1+ SAVERsm	not applicable	14.90%		14.90%		None		
545			1+Saver Direct	not applicable	14.90%		14.90%		None		
546			Optional Community Calling Service	not applicable	14.90%		14.90%		None		
547			900 Call Restriction	not applicable	14.90%		14.90%		None		
548			Access Services	not applicable	0.00%		0.00%		None		
549			Additional Directory Listings	not applicable	14.90%		14.90%		None		
550			Bill Plus	not applicable	5.00%		5.00%		None		
551			Company Initiated Suspension Service	not applicable	0.00%		0.00%		None		
552			Connections with Terminal Equipment and Communications Equipment	not applicable	0.00%		0.00%		None		
553			Consolidated Billing	not applicable	5.00%		5.00%		None		
554			Construction Charges	not applicable	0.00%		0.00%		None		
555			Customer Initiated Suspension Service	not applicable	0.00%		0.00%		None		
556			Exchange Connection Service	not applicable	0.00%		0.00%		None		
557			Information Delivery Service	not applicable	0.00%		0.00%		None		
558			Intellinumber	not applicable	14.90%		14.90%		None		
559			IntraLATA Internet Access Plan	not applicable	0.00%		0.00%		None		
560			Maintenance of Service Charges	not applicable	0.00%		0.00%		None		
561			Prepaid Calling Cards	not applicable	14.90%		14.90%		None		
562			Shared Tenant Service	not applicable	0.00%		0.00%		None		
563			Shared Use Service	not applicable	0.00%		0.00%		None		
564			Telecommunications Service Priority Systems	not applicable	0.00%		0.00%		None		
565			TeleKansas	not applicable	0.00%		0.00%		None		
566			Toll Billing Exception (Billed Number Screen)	not applicable	14.90%		14.90%		None		

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First		Nonrecurring Rate Additional		Subsequent Changes
567			Toll Restriction	not applicable	14.90%		14.90%		None		
568			Wireless Carrier Interconnection Services	not applicable	0.00%		0.00%		None		
569			Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	*	None		None		
570			Slamming Investigation Fee	CRIS	None		$ 6.83	**	$ 6.83	**	
571			Local Discount Report (LDR) per WTN	CRIS	$ 0.10	*	None		None		
572			Simple conversion charge per billable number	CRIS	None		$ 25.00		None		
573			Electronic conversion orders per billable number	CRIS	None		$ 5.00		None		
574			Complex conversion orders per billable number	CRIS	None		$ 125.00		None		
575			SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher		None		$ 100.00		None		
576			OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None		$ 1,071.00	**	None		
577			OS/DA Reseller Branding - Per Call	ZZUCB	$ 0.0041	*	None		None		
578			OS/DA Reseller Rate Reference - Initial Load	NRBDL	None		$ 2,307.41	**	None		
579			OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None		$ 1,033.56	**	None		
		*	**The Parties acknowledge and agree that the rates set forth above are subject to any legal or equitable rights of review and remedies**								
			(including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay,								
			injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise								
			affects any of the rates, terms and conditions herein, then the Parties shall expend diligent efforts to arrive at an agreement on								
			conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the								
			actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.								
		**	**The Parties acknowledge and agree that the rates set forth above are interim rates, subject to true-up to the final contract rates.**								
			The final contract rates will be established in accordance with a final, unappealable order issued in the Kansas Cost Docket,								
			KCC Docket NO 97-SCCC-149-GIT.								
		***	**The Parties acknowledge and agree that the Sub Loop, SubLoop Cross Connect, DS3 Loop rates and DS3 C.O. Cross**								
			connect rates set forth above are interim rates, and subject to true-up as final cost studies become available.								

Kansas
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Rural	U21	*	$21.40	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	$17.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21	*	$17.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Rural	U2F	*	$26.36	$22.71	$9.49
Zone 2 - Suburban	U2F	*	$9.96	$22.71	$9.49
Zone 3 - Urban	U2F	*	$7.37	$22.71	$9.49
Service Order Promotion - Manual	NRBAY	*	NA	$245.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	$5.00	NA

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Kansas
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology					
Zone 1 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Rural	U2F	*	$26.36	$22.71	$9.49
Zone 2 - Suburban	U2F	*	$9.96	$22.71	$9.49
Zone 3 - Urban	U2F	*	$7.37	$22.71	$9.49
PSD#6 2-Wire Very High-band Capable					

Kansas
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					
Zone 1 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	$29.55	$15.50
Analog Line Port					
Zone 1 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

Kansas
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
2-Wire Analog Loop					
Zone 1 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.

1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by **AM-MI** under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if **AM-MI** provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by **AM-MI** and CLEC.

1.5 Except as otherwise agreed upon by the Parties in writing, **AM-MI** shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.

1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

Rate Zone:	Total Access Lines:
Zone A	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone B	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone C	See: Tariff 20, Part 4, Section 2, Sheets 7-34

For Unbundled Interoffice Transmission Facilities:

Rate Zone:	Total Access Lines:
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-MI**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-MI** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the

calculation results in a fraction of a mile, **AM-MI** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".

3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.

3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.

3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-MI** network, without any changes to **AM-MI**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-MI** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.

3.6 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).

4.2 General Principles for Stand Alone ULS

4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-MI** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-MI** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.

4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).

4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by **AM-MI**.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS						
Unbundled Loops						
	2-Wire Analog - Rural (Zone C)		$ 14.86		See NRC prices below	
	2-Wire Analog - Suburban (Zone B)		$ 12.02		See NRC prices below	
	2-Wire Analog - Metro (ZoneA)		$ 9.43		See NRC prices below	
	Conditioning for dB Loss					
	4-Wire Analog - Rural (Zone C)		$ 34.90		See NRC prices below	
	4-Wire Analog - Suburban (Zone B)		$ 30.05		See NRC prices below	
	4-Wire Analog - Metro (Zone A)		$ 22.46		See NRC prices below	
	2-Wire Digital - Rural (Zone C)		$ 17.35		See NRC prices below	
	2-Wire Digital - Suburban (Zone B)		$ 14.92		See NRC prices below	
	2-Wire Digital - Metro (Zone A)		$ 11.22		See NRC prices below	
	4-Wire Digital - Rural (ZoneC)		$ 64.58		See NRC prices below	
	4-Wire Digital - Suburban (ZoneB)		$ 71.06		See NRC prices below	
	4-Wire Digital - Metro (Zone A)		$ 92.88		See NRC prices below	
**	DS3 Loop - Rural (Access Area C)		$ 592.34		See NRC prices below	
**	DS3 Loop - Suburban (Access Area B)		$ 589.43		See NRC prices below	
**	DS3 Loop - Metro (Access Area A)		$ 519.03		See NRC prices below	
DSL Capable Loops						
	2-Wire Digital Loop ISDN/IDSL - Rural (Zone C)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Suburban (Zone B)		See 2-Wire Digital		See NRC prices below	
	2-Wire Digital Loop ISDN/IDSL - Metro (Zone A)		See 2-Wire Digital		See NRC prices below	
**	2-Wire xDSL Loop - Rural (Zone C)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Suburban (Zone B)		TBD		TBD	TBD
**	2-Wire xDSL Loop - Metro (Zone A)		TBD		TBD	TBD
	4-Wire xDSL Loop - Rural (Zone C)		$ 34.90		See NRC prices below	
	4-Wire xDSL Loop - Suburban (Zone B)		$ 30.05		See NRC prices below	
	4-Wire xDSL Loop - Metro (Zone A)		$ 22.46		See NRC prices below	
Sub-Loops						
**	2-Wire Analog Distribution - Rural (Zone C)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Suburban (Zone B)		ICB		ICB	ICB
**	2-Wire Analog Distribution - Metro (Zone A)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Rural (Zone C)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Suburban (Zone B)		ICB		ICB	ICB
**	2-Wire Digital Distribution ISDN/IDSL - Metro (Zone A)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Rural (Zone C)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Suburban (Zone B)		ICB		ICB	ICB
**	4-Wire Analog Distribution xDSL - Metro (Zone A)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Rural (Zone C)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Suburban (Zone B)		ICB		ICB	ICB
**	4-Wire Digital Distribution ISDN/IDSL - Metro (Zone A)		ICB		ICB	ICB
	Loop Qualification Process		TBD		TBD	NA
	DSL Conditioning Options					
**		Removal of Repeater Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
**		Removal Bridged Tap Option	TBD		$ 100.00	TBD
**		Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
**		Removal of Load Coil Option	TBD		$ 100.00	TBD
	Conditioning of loops over 17.5 kft Option		ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)						
	Bus Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 6.42	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 6.42	N/A
	Bus Line Connection		N/A		$ 18.60	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order		N/A		$ 6.42	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		$ 6.42	N/A

		AIT Generic Rates			
MICHIGAN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
DS3 Loop Non-Recurring Charges					
**	Administrative	N/A		$ 166.34	N/A
**	Design & Central Office	N/A		$ 518.34	N/A
**	Customer Connection	N/A		$ 184.71	N/A
Sub Loop Cross Connects					
**	2-Wire	ICB		ICB	ICB
**	4-Wire	ICB		ICB	ICB
DSL Cross Connects					
**	DSL Shielded Loop to UNE POA Methods 1 - 3	TBD		TBD	TBD
**	2-Wire DSL Non-Shielded Cross Connect to POA Methods 1 - 3	TBD		TBD	TBD
**	4-Wire DSL Non-Shielded Cross-Connect to POA Methods 1 - 3	TBD		TBD	TBD
Loop Cross Connects					
**	DS3 C.O. Cross-Connect to Collocation	$ 18.86		$0.00	$0.00
Local Switching		**USAGE**			
	Per Originating MOU (statewide)	$ 0.003164		NA	NA
Customized Routing per Line Class Code, per switch		NA		$ 114.68	
Port Charge Per Month					
	Analog Line Port	$ 2.27		$ 26.83	$ 26.83
	Ground Start Port	$ 2.77		$ 26.83	$ 26.83
	Analog DID Trunk Port	$ 13.26		$ 26.83	$ 26.83
	ISDN BRI Port	$ 12.41		$ 26.83	$ 26.83
	ISDN PRI Port	$ 159.23		$ 309.24	$ 309.24
	Digital Trunking Trunk Port	$ 114.75		$ 309.24	$ 309.24
	DS1 Trunk Port	$ 99.83		$ 309.24	$ 309.24
	Centrex Basic Line Port	$ 2.27		$ 26.83	$ 26.83
	Centrex ISDN BRI Port	$ 12.41		$ 26.83	$ 26.83
	Centrex EKL Line Port	$ 2.78		$ 26.83	$ 26.83
	Centrex Attendant Console Line Port	$ 74.78		$ 53.66	$ 53.66
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		$ 6.42	$ 6.42
	Service Order - Trunk Port, per occasion	NA		$ 167.76	$ 167.76
	Service Order - Record Order, per occasion	NA		$ 6.65	$ 6.65
	Conversion from one port type to another, per each port changed	NA		$ 24.64	$ 24.64
Switch Port Cross Connects					
	Switch Port to Collocation	$ 0.17		NA	NA
	Analog Line Port to Collocation	$ 0.17		NA	NA
	Ground Start Port to Collocation	$ 0.17		NA	NA
	Analog DID Trunk Port to Collocation	$ 0.46		NA	NA
	ISDN BRI Port to Collocation	$ 0.17		NA	NA
	ISDN PRI Port to Collocation	$ 0.46		NA	NA
	Digital Trunking Trunk Port to Collocation	$ 0.46		NA	NA
	DS1 Trunk Port to Collocation	$ 0.46		NA	NA
	Centrex Basic Line Port	$ 0.17		NA	NA
	Centrex ISDN BRI Port	$ 0.17		NA	NA
	Centrex EKL Line Port	$ 0.17		NA	NA
	Centrex Attendant Console Line Port	$ 0.17		NA	NA
Tandem Switching					
	per minute of use (without Tandem Trunks)	$ 0.000756		NA	NA
Interim Shared Transport		**USAGE**			
	Per Originating Minute of Use (statewide)	$ 0.005720			
	Access Credit per ULS-IST port per month	$ 0.71			

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Dedicated Transport						
	Entrance Facility:					
	DS1	Zone 1	$ 92.88		NA	NA
		Zone 2	$ 71.06		NA	NA
		Zone 3	$ 64.58		NA	NA
	DS3	Zone 1	$ 719.52		NA	NA
		Zone 2	$ 810.59		NA	NA
		Zone 3	$ 793.90		NA	NA
	OC3	All Zones	$ 326.74		NA	NA
	OC12	All Zones	$ 530.35		NA	NA
	OC48	All Zones	$ 2,233.48		NA	NA
	Interoffice Transport:					
	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 14.66		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 1.37		NA	NA
	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 144.97		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 29.16		NA	NA
	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 347.19		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 204.80		NA	NA
	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 589.98		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 371.24		NA	NA
	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	$ 1,364.94		NA	NA
		Interoffice Mileage - Per Mile - All Zones	$ 239.33		NA	NA
Multiplexing						
	DS1 to Voice Grade		$ 334.09		NA	NA
	DS3 to DS1		$ 383.31		NA	NA
	OC3	Add/Drop Multiplexing - Per Arrangement	$ 562.48		NA	NA
		Add/Drop Function				
		- Per DS3 Add or Drop	$ 120.00	*	NA	NA
		- Per DS1 Add or Drop	$ 38.99		NA	NA
	OC12	Add/Drop Multiplexing - Per Arrangement	$ 630.21		NA	NA
		Add/Drop Function				
		- Per OC3 Add or Drop	$ 150.00	*	NA	NA
		- Per DS3 Add or Drop	$ 38.12		NA	NA
	OC48	Add/Drop Multiplexing - Per Arrangement	$ 732.90		NA	NA
		Add/Drop Function				
		- Per OC12 Add or Drop	$ 346.13		NA	NA
		- Per OC3 Add or Drop	$ 150.00	*	NA	NA
		- Per DS3 Add or Drop	$ 57.27		NA	NA
Dedicated Transport Cross Connects						
	DS1		$ 0.46		NA	NA
	DS3		$ 0.84		NA	NA
	OC3		$ 92.22		NA	NA
	OC12		$ 486.16		NA	NA
	OC48		$ 1,074.81		NA	NA
Digital Cross-Connect System						
	DCS Port Charge					
	DS1		ICB		ICB	NA
	DS3		ICB		ICB	NA
	DCS Establishment Charge		ICB		ICB	NA
	Database Modification Charge		ICB		ICB	NA
	Reconfiguration Charge		ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)						
	On rates, terms and conditions specified in FCC Tariff No. 2					

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Dedicated Transport Optional Features & Functions						
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			$ 189.84	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility	$ 49.92		NA	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	$ 49.92		$ 500.00	* NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC3 Entrance Facility	$ 49.92		NA	NA
		- (2) Per Quarter Route Mile	$ 41.14		NA	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility	$ 246.97		NA	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	$ 246.97		$ 600.00	* NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC12 Entrance Facility	$ 246.97		NA	NA
		- (2) Per Quarter Route Mile	$ 36.97		NA	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility	$ 930.44		NA	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	$ 930.44		$ 700.00	* NA
		1+1 Protection with Route Survivability (1 & 2 below apply)				
		- (1) Per OC48 Entrance Facility	$ 930.44		NA	NA
		- (2) Per Quarter Route Mile	$ 61.60		NA	NA
Dedicated Transport Installation & Rearrangement Charges						
	DS1	Administration Charge - Per Order	NA		$ 50.00	* NA
		Design & Central Office Connection Charge - Per Circuit				
		- Zone 1	NA		$ 250.00	* NA
		- Zone 2	NA		$ 250.00	* NA
		- Zone 3	NA		$ 267.42	NA
		Carrier Connection Charge - Per Order	NA		$ 244.02	NA
	DS3	Administration Charge - Per Order	NA		$ 50.00	* NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 284.49	NA
		Carrier Connection Charge - Per Order	NA		$ 157.75	NA
	OC3	Administration Charge - Per Order	NA		$ 50.00	* NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 211.01	NA
		Carrier Connection Charge - Per Order	NA		$ 414.21	NA
	OC12	Administration Charge - Per Order	NA		$ 50.00	* NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 211.01	NA
		Carrier Connection Charge - Per Order	NA		$ 414.21	NA
	OC48	Administration Charge - Per Order	NA		$ 50.00	* NA
		Design & Central Office Connection Charge - Per Circuit	NA		$ 211.01	NA
		Carrier Connection Charge - Per Order	NA		$ 414.21	NA
(* This rate is set at the Ameritech Tariff F.C.C. No. 2 rate pursuant to Section 310(2) of the MTA)						
(NOTE TO READER: DUE TO SECTION 310(2) OF THE MTA THE ACCESS TARIFF MUST BE						
MONITORED TO DETERMINE IF THE RATES GO UP OR DOWN. NONE OF THESE RATES						
MAY EXCEED THE F.C.C. NO. 2 RATES BUT MAY GO UP TO TELRIC IF THE F.C.C. NO. 2						
RATES GO UP. THEY MUST ALSO BE ADJUSTED DOWNWARD IF THE ACCESS RATE DECREASES.)						
Line Information Database - LIDB			**USAGE**			
	Validation Query (Regional STP Access Includes SMS & Sleuth)		$ 0.013817	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)		$ 0.000013	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)		$ 0.013817	(per query)	NA	NA
	Query Transport (Local STP Access Validation)		$ 0.000069	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)		$ 0.012000	(per query)	NA	NA
	Service Order Cost		NA		$ 25.00	NA
	Service Establishment Charge		NA		NA	NA
	LIDB Data Storage & Administration					
		Manual Update	NA		$ 2.00	(Per Update)
800 Database			**USAGE**			
	Toll Free Database Query (Regional STP Access)		$ 0.001031	(per query)		
	Call Handling and Destination (Regional STP Access)		$ 0.000131	(per query)		
	Toll Free Database Query (Local STP Access)		$ 0.001031	(per query)		
	Call Handling and Destination (Local STP Access)		$ 0.000185	(per query)		

		AIT Generic Rates			
MICHIGAN		**AIT RECURRING**		**AIT NON-REC.**	
		Monthly		Initial	Additional
SS7					
	SS7 Links - Cross Connects				
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
	SS7 Links				
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	$ 270.11			$ 254.79
	SS7 Signalling	**USAGE**			
	Signal Switching/IAM msg	$ 0.000121			
	Signal Transport/IAM msg	$ 0.000046			
	Signal Formulation/IAM msg	$ 0.000699			
	Signal Tandem Switching/IAM msg	$ 0.000207			
	Signal Switching/TCAP msg	$ 0.000103			
	Signal Transport/TCAP msg	$ 0.000031			
	Signal Formulation/TCAP msg	$ 0.000417			
	Point Code Addition	N/A			$ 9.63
	Global Title Translation Addition	N/A			$ 5.18
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		$ -		NA	
Call Forwarding Variable		$ -		NA	
Call Forwarding Busy Line		$ -		NA	
Call Forwarding Don't Answer		$ -		NA	
Three-Way Calling		$ -		NA	
Speed Calling - 8		$ -		NA	
Speed Calling - 30		$ -		NA	
Auto Callback/Auto Redial		$ -		NA	
Distinctive Ring/Priority Call		$ -		NA	
Selective Call Rejection/Call Blocker		$ -		NA	
Auto Recall/Call Return		$ -		NA	
Selective Call Forwarding		$ -		NA	
Calling Number Delivery		$ -		NA	
Calling Name Delivery		$ -		NA	
Calling Number/Name Blocking		$ -		NA	
Remote Access to Call Forwarding (RACF)		$ -		NA	
Analog Line Port Features:					
Personalized Ring (per arrangement per port)		$ -		NA	
Hunting Arrangement (per arrangement)		$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		$ -			
Basic Centrex Electonic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					
Speed Call (Long)					
Speed Call (Short)					
Three-way Conference Calling					

	AIT Generic Rates			
MICHIGAN	**AIT RECURRING**		**AIT NON-REC.**	
	Monthly		Initial	Additional
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	$ 0.0100		NA	
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		$ 189.07	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		$ 189.07	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		$ 189.07	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	$ 25.82
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	$ 25.82
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	$ 25.82
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only syst	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only syst	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex	$ -		$ 105.98	
System feature initialization per Centrex Common Block				
System Features (per Centrex Common Block)	$ 354.86		NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing and Call Waiting Tone						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
ISDN BRI Port Features for Unbundled Centrex						
Circuit Switched Voice (CSV)/(CSD) per BRI						
Standard feature initialization per Centrex System			$ -		$ 105.98	
System features (per Centrex Common Block)			$ 354.86		NA	
Additional Call Offering for CSV						
Automatic Callback Calling						
Call Forwarding Busy Line						
Call Forwarding Don't Answer						
Call Forwarding Variable						
Call Hold						
Call Pickup						
Call Transfer - All Calls						
Class of Service Restriction - Fully Restricted						
Class of Service Restriction - Semi Restricted						
Class of Service Restriction - Toll Restricted						
Consultation Hold						
Dial Call Waiting						
Directed Call Pickup - Non Barge In						
Directed Call Pickup - With Barge In						
Distinctive Ringing						
Hunting Arrangement - Basic						
Hunting Arrangement - Circular						
Speed Calling Personal (short list)						
Three Way Calling						
Custom Access Treatment Code (TX only)						
Denied Origination (TX only)						
Denied Termination (TX only)						
Intercom Dialing (TX only)						
**	**The Parties acknowledge and agree that the rates set forth**					
	above are interim rates, subject to true-up as final cost studies become available.					
RESALE						
			RESALE DISCOUNTS			
	BUSINESS		RECURRING	ON-RECURRING		
	LOCAL EXCHANGE SERVICE					
	Business 1 Party		18.15%	18.15%		
	Business - Measured		18.15%	18.15%		
	Customer Operated Pay Telephone (COPT)		18.15%	18.15%		
	EXPANDED LOCAL CALLING					
	Interzone		18.15%	18.15%		
	VERTICAL SERVICES					
	Anonymous Call Rejection		18.15%	18.15%		
	Repeat Dialing (Auto Redial)		18.15%	18.15%		
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		18.15%	18.15%		
	Call Blocker		18.15%	18.15%		
	Call Forwarding		18.15%	18.15%		
	Call Forwarding - Busy Line		18.15%	18.15%		

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Call Forwarding - Busy Line/Don't Answer		18.15%	18.15%		
	Call Forwarding - Don't Answer		18.15%	18.15%		
	Automatic CallBack (Call Return)		18.15%	18.15%		
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		18.15%	18.15%		
	Call Trace		18.15%	18.15%		
	Call Waiting		18.15%	18.15%		
	Caller ID WithName (Calling Name)		18.15%	18.15%		
	Caller ID (Calling Number)		18.15%	18.15%		
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		18.15%	18.15%		
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		18.15%	18.15%		
	Remote Access to Call Forwarding (Grandfathered)		0%	0%		
	Selective Call Forwarding		0%	0%		
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		18.15%	18.15%		
	Remote Call Forwarding-Per Feature		18.15%	18.15%		
	RCF, Interstate, Interexchange		18.15%	18.15%		
	RCF, Intrastate		18.15%	18.15%		
	RCF, Interstate, International		18.15%	18.15%		
	RCF, Intrastate, Interexchange		18.15%	18.15%		
	RCF to 800		18.15%	18.15%		
	RCF Additional		18.15%	18.15%		
	Speed Calling 8		18.15%	18.15%		
	Speed Calling 30		18.15%	18.15%		
	Three Way Calling		18.15%	18.15%		
	Call Screening		18.15%	18.15%		
	Busy Line Transfer		18.15%	18.15%		
	Alternate Answer		18.15%	18.15%		
	Message Waiting - Tone		18.15%	18.15%		
	Easy Call		18.15%	18.15%		
	Prime Number Service		18.15%	18.15%		
	AMERITECH Privacy Manager		18.15%	18.15%		
	Name and Number Delivery Service		18.15%	18.15%		
	DID					
	DID		18.15%	18.15%		
	TRUNKS					
	Trunk		18.15%	18.15%		
	AIN					
	Area Wide Networking		18.15%	18.15%		
	Ameritech Switch Alternate Routing (ANSAR)		18.15%	18.15%		
	Ameritech Customer Location Alternate Routing (ACLAR)		18.15%	18.15%		
	OTHER					
	Grandfathered Services		0.00%	0.00%		
	Promotions (Greater than 90 days)		18.15%	18.15%		
	TouchTone (Business)		18.15%	18.15%		
	TouchTone (Trunk)		18.15%	18.15%		
	900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
	976 (976 Information Delivery Service)		0%	0%		
	Access Services (See Access Tariff)		0%	0%		
	Additional Directory Listings		18.15%	18.15%		
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
	Connection Services		18.15%	18.15%		
	Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
	Shared Tenant Service		0%	0%		
	ISDN					
	ISDN		18.15%	18.15%		
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		18.15%	18.15%		
	Local Operator Assiustance Service		18.15%	18.15%		
	TOLL					
	TOLL		18.15%	18.15%		

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	OPTIONAL TOLL CALLING PLANS					
	Optional Toll Calling Plans		18.15%	18.15%		
	CENTREX (PLEXAR)					
	Ameritech Centrex Service ACS		18.15%	18.15%		
	Ameritech Centrex Network Manager		0%	0%		
	PRIVATE LINE					
	Analog Private Lines		18.15%	18.15%		
	Private Line Channel Services		18.15%	18.15%		
	RESIDENCE		***RESALE DISCOUNTS***			
	LOCAL EXCHANGE SERVICE		RECURRING	ON-RECURRING		
	Life Line		0%	0%		
	Residence 1 Party		18.15%	18.15%		
	Residence Measured		18.15%	18.15%		
	EXPANDED LOCAL CALLING					
	Interzone		18.15%	18.15%		
	VERTICAL SERVICES					
	Anonymous Call Rejection		18.15%	18.15%		
	Repeat Dialing (Auto Redial)		18.15%	18.15%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		18.15%	18.15%		
	Call Blocker		18.15%	18.15%		
	Call Forwarding		18.15%	18.15%		
	Call Forwarding - Busy Line		18.15%	18.15%		
	Call Forwarding - Busy Line/Don't Answer		18.15%	18.15%		
	Call Forwarding - Don't Answer		18.15%	18.15%		
	Automatic Call-Back (Call Return)		18.15%	18.15%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		18.15%	18.15%		
	Call Trace		18.15%	18.15%		
	Call Waiting		18.15%	18.15%		
	Caller ID with Name (Calling Name)		18.15%	18.15%		
	Caller ID (Calling Number)		18.15%	18.15%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		18.15%	18.15%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		18.15%	18.15%		
	Remote Access to Call Forwarding (GF)		0%	0%		
	RCF, Interstate, Interexchange		18.15%	18.15%		
	RCF, Intrastate		18.15%	18.15%		
	RCF, Interstate, International		18.15%	18.15%		
	RCF, Intrastate, Interexchange		18.15%	18.15%		
	RCF to 800		18.15%	18.15%		
	RCF Additional		18.15%	18.15%		
	Selective Call Forwarding		18.15%	18.15%		
	Speed Calling 8		18.15%	18.15%		
	Three Way Calling		18.15%	18.15%		
	Call Screening		18.15%	18.15%		
	Busy Line Transfer		18.15%	18.15%		
	Alternate Answer		18.15%	18.15%		
	Message Waiting - Tone		18.15%	18.15%		
	Easy Call		18.15%	18.15%		
	AMERITECH Privacy Manager		18.15%	18.15%		
	Name and Number Delivery Service		18.15%	18.15%		
	ISDN					
	ISDN		18.15%	18.15%		
	OTHER (Resale)					
	DIRECTORY ASSISTANCE SERVICES					
	Directory Assistance Services		18.15%	18.15%		
	Local Operator Assiustance Service		18.15%	18.15%		

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	OTHER					
	Grandfathered Services		0%	0%		
	Promotions (Greater than 90 Days)		18.15%	18.15%		
	TouchTone		18.15%	18.15%		
	Home Services Packages		18.15%	18.15%		
	900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
	976 (976 Information Delivery Service)		0%	0%		
	Access Services (See Access Tariff)		0%	0%		
	Additional Directory Listings		18.15%	18.15%		
	Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
	Connection Services		18.15%	18.15%		
	Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
	Shared Tenant Service		0%	0%		
	TOLL					
	Toll		18.15%	18.15%		
	Electronic Billing Information Data (daily usage)		$0.00			
	per message					
	Local disconnect Report (LDR)					
	Per WTN		$0.00			
	Line Connection Charge					
	Residence			$34.38		
	Business			$34.38		
	Service Order/Service Request Charge					
	Residence			N/A		
	Business			N/A		
	Non-Electronic (Manual) Service Order Charge					
	Residence			$8.91		
	Business			$8.91		
OTHER						
	Directory Assistance					
		Directory Assistance, per occurrence	$ 0.30		NA	NA
		Directory Assistance Call Completion (DACC)	$ 0.16		NA	NA
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Directory Assistance Listings (DAL)					
	Dialing Parity Listings License (DPLL)					
		Basic (for local and local toll DA service)				
		- Initial Load, per listing	NA		$ 0.028	NA
		- Updates, per listing	NA		$ 0.028	NA
		- Monthly Fulfillment Cost	$ 1,229.46		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 4,837.04	NA
		Expanded Use (for local, local toll, and national DA service)				
		- Initial Load, per listing	NA		$ 0.028	NA
		- Updates, per listing	NA		$ 0.0362	NA
		- Monthly Fulfillment Cost	$ 1,229.46		NA	NA
		- Non-Recurring Costs per Customer	NA		$ 4,837.04	NA
	Operator Services					
		Fully Automated Call Processing, per occurrence	$ 0.15		NA	NA
		Operator Assisted Call Processing, per occurrence	$ 0.42		NA	NA

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
		Branding - Facility Based				
		- Branding, per trunk group	NA		$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)		$ 0.03		NA	NA
RECIPROCAL COMPENSATION						
	Tandem Switching					
		per minute of use	$ 0.000698		NA	NA
	SharedTransport					
		Termination per Minute of Use (Statewide)	$ 0.000260		NA	NA
		Facility per Minute, per Mile (Statewide)	$ 0.000006		NA	NA
	Local Switching					
		Per Originating or Terminating MOU (Statewide)	$ 0.004053		NA	NA
TRANSIT SERVICE						
	Tandem Switching					
		per minute of use	$ 0.004002		NA	
	Tandem Termination					
		per minute of use	$ 0.000260		NA	
	Tandem Facility					
		per minute of use	$ 0.000084		NA	
COLLOCATION						
	Applicable to Cageless Physical Collocation Only					
		Order Charge/Connect Order			$ 339.39	
		Order Charge/Disconnect Order			$ 8.61	
		COBO per Initial bay			$ 22,987.94	
		50%			$ 11,493.97	
		25%			$ 5,746.99	
		COBO ea addl bay			$ 3,905.30	
		50%			$ 1,952.65	
		25%			$ 976.33	
		CO Floor Space/bay	$ 39.88			
	Applicable to Caged Physical & Shared Cage Physical Collocation Only					
		Order Charge per Connect Order			$ 467.41	
		Order Charge/Disconnect order			$ 8.61	
		COBO per initial 50 sqft			$ 36,302.93	
		50%			$ 18,151.47	
		25%			$ 9,075.73	
		COBO ea addl 50 sqft			$ 11,230.70	
		50%			$ 5,615.35	
		25%			$ 2,807.68	
		Enclosure 1st 50 sqft			$ 2,762.54	
		enclosure ea addl 50 sqft			$ 1,264.43	
		CO floor space/50 sqft	$ 367.90			
	Applicable to All Physical Collocation Offerings					
		Cable Pulling Ca Vault to Node -1st ft			$ 36.59	
		Cable pulling Ca Vault to Node -ea addl ft			$ 0.37	
		Power Delivery/Power lead			$ 751.63	
		Space Reservation			$ 304.78	
		Entrance Conduit/innerduct/ft	$ 0.05			
		Passive bay Term (bay&Panel)/DS1 term	$ 0.58			
		Passive bay Term (bay&Panel)/DS3 term	$ 7.32			
		200 Conductor Block (outside node)	$ 69.78			
		Digital Timing Source/synch signal provided	$ 14.00			
		DS1 repeater	$ 6.49			
		DS3 repeater	$ 37.69			
		Security Photo ID card/card			$ 8.50	

			AIT Generic Rates			
MICHIGAN			**AIT RECURRING**		**AIT NON-REC.**	
			Monthly		Initial	Additional
	Applicable to All Physical & Virtual Collocation Offerings					
		Cable Vault Splicing - per initial			$ 90.26	
		Cable Vault Splicing - per subsequent			$ 6.61	
		Splice Testing - per Initial			$ 20.73	
		Splice Testing - per subsequent			$ 1.22	
		Cable Pulling MH to Cable Vault-1st ft			$ 98.04	
		Cable Pulling MH to Cable Vault-ea addl ft			$ 0.49	
		Diverse Riser/flr traversed			$ 224.84	
		Power Consumption/Fuse Amp	$ 5.73			
		Power Msmt Billing/Customer Arrgt	N/A			
		Power Consumption/KWH	N/A			
		Power Msmt/Customer Arrgt			N/A	
		Power Msmt Engrg Charge/Existing Arrgt			N/A	
		200 Conductor Electrical Cross Connect Block	$ 69.78			
		Digital Cross-Connect Panel(DSX3)/DS3 term	$ 16.61			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	$ 52.04			
		Optical Cross-Conn panel/OCX Panel segment	$ 6.25			
		Riser space/ft	$ 1.05			
	Applicable to Virtual Collocation Only					
		Service Order			$ 48.09	
		Cable Pulling-Vault to LGX Panel- 1st ft			$ 36.59	
		Cable Pulling-Vault to LGX Panel- ea addl ft			$ 0.37	
		Proj Mgmt Fee - initial 7' bay			$ 1,219.12	
		Proj Mgmt Fee - ea subs 7' bay			$ 609.56	
		Proj Mgmt Fee - initial shelf			$ 914.34	
		Proj Mgmt Fee - ea addl shelf			$ 548.61	
		Proj Mgmt Fee - per rearrangement			$ 731.47	
		Power Delivery/7' Bay			$ 751.63	
		Thru Connect per DSX1 to DSX1	$ 0.21		$ 2.92	
		Thru Connect per OCX to OCX	$ 1.60		$ 2.92	
		7' bay (Co. provided/installed)/bay	$ 41.17		$ 164.00	
		7' bay (cust provided/installed)/bay	$ 26.33			
		Riser Space/fiber termination	$ 1.65			
		Digital Timing Source/timing ckt	$ 2.79			
		Entrance Facility/ft	$ 0.05			
	Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
		Cable Racking/ft	$ 1.56			
		Project Mgmt Fee			$ 869.75	
	Premises Report					
		Premises Report			T&M	
		Note: T & M - Time and Materials				

Michigan
Merger Commitment Amendements

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Discount existing rate in underlying agreement 15%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 26.6%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 30%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

Michigan
Merger Commitment Amendements

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual			N/A	N/A	N/A
Service Order Promotion - Electronic			N/A	N/A	N/A
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A

Michigan
Merger Commitment Amendements

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

Michigan
Merger Commitment Amendements

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

Michigan
Merger Commitment Amendements

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion			N/A	N/A	N/A
ULS-IST Port					
Residence Basic Line Port-All Zones	UJR		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*					
2-Wire Analog Loop	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A

*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
			CLLI Code	
E9-1-1 Coordinator	CLEC Telco ID			
			"Connect Signal" Digits(4)	Estimated # of EAAs
	CLEC Service Area Definition:		1 - 1	
9-1-1 Database Manager			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & **SBC-SNET** E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			

FOOTNOTES:
(1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
(2) n/a
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

Agreement No. _____

MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (MISSOURI)

This Agreement dated _____, 2000, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): New Edge Network, Inc. d/b/a New Edge Networks.

Applicant maintains offices in this State at the following address: 3000 Columbia House Blvd., Suite 106, Vancouver, Washington 98661.

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[X] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I:	Schedule of Rates, Fees, and Charges
APPENDIX II:	Identification of Applicant
APPENDIX III:	Administrative Forms and Notices
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant
APPENDIX IV:	Insurance Requirements
APPENDIX V:	Nondisclosure Agreement
APPENDIX VI:	Notices to Applicant
APPENDIX VII:	Notices to SWBT
APPENDIX VIII:	Identification of Utility Liaison Supervisor (ULS)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant

to perform work on Applicant's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of Applicant's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. If, by agreement of the parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

3.07 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts will not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT will be deemed available for assignment.

3.08 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to our placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Agreement shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.09 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term

"conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.10 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other equipment within any part of SWBT's conduit system.

3.11 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" refers only to conduit systems owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from or are connected to SWBT's conduit.

3.12 Construction District. The term "construction district" refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.13 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.14 Duct. The term "duct" refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a "duct" is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.15 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on

September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of SWBT's conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

3.20 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Agreement has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Agreement, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or place its facilities in SWBT's ducts, conduits, or rights-of-way.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and SWBT's field inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by SWBT is required before facilities described in the application are installed in the space requested. The term "license" refers to licenses issued by SWBT pursuant to this Agreement and may, if the context requires, refer to licenses issued by SWBT before the date of this Agreement. The parties' use of the term "license" in this Agreement shall not be construed as conferring authority or discretion on SWBT's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include SWBT.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used, on a short-term basis, for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Agreement and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement. No more than one full-sized duct within any given conduit section will be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.07) for assignment to SWBT, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on SWBT's behalf in furtherance of SWBT's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of SWBT's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the presence of cables or other facilities on a pole, in a duct or conduit, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over an existing cable and strand.

3.30 Person acting on Applicant's behalf. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms specifically include, but are not limited to, Applicant, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Applicant and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by Applicant to perform

make-ready work shall be deemed to be a person acting on Applicant's behalf while performing such work at Applicant's request.

3.31 Person acting on SWBT's behalf. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms specifically include, but are not limited to, SWBT, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by SWBT and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SWBT to perform make-ready work shall be deemed to be a person acting on SWBT's behalf while performing such work at SWBT's request.

3.32 Pole. The term "pole" refers to all SWBT poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to poles (and associated anchors) which are owned or controlled by SWBT and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Agreement, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SWBT. The term "pole attachment" includes all such facilities attached to or supported by a SWBT pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, Applicant's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SWBT or by persons acting on SWBT's behalf for the primary purpose of:

(a) confirming or determining the existing availability and capacity of a pole, duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to Applicant's application;

(b) confirming or determining the extent, if any, to which modifications to SWBT's poles, ducts, conduits, or right-of-ways are required to accommodate Applicant's facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare SWBT's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(d) estimating the costs, if any, that Applicant will be required to pay for any such facilities modification, capacity expansion, or make-ready work.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by Applicant or persons acting on Applicant's behalf for the primary purpose of enabling Applicant to determine:

(a) whether SWBT's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for Applicant's intended use;

(b) the extent, if any, to which modifications of SWBT's poles, ducts, conduits, or rights-of-way will be proposed by Applicant to expand the capacity of SWBT's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(c) what other capacity expansion or make-ready work, if any, will be proposed by Applicant to prepare SWBT's poles, ducts, conduits, and rights-of-way to accommodate Applicant's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by Applicant and SWBT, respectively, to coordinate arrangements for Applicant's access to SWBT's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SWBT's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between Applicant and the Utility Liaison Supervisor.

3.38 Rights-of-way. The term "rights-of-way" refers to all SWBT rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or through property of another party for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include but are not limited to (a) public rights-of-way which SWBT may occupy as permitted by law for the placement of its facilities (e.g., rights-of-way on, under, or over streets, highways, and other public roads) and (b) easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority authorizing SWBT to pass over, place facilities on, and have rights of ingress and egress to the property of such property owners. Rights-of-way may also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities. Except as the context otherwise requires, the term "rights-of-way" as used in this Agreement refers only to rights-of-way owned or controlled by SWBT and does not include (a) cables and other telecommunications equipment buried or located on such rights-of-way, (b) public rights of way (which are owned by and subject to the control of governmental entities), or (c) any space which is owned and controlled by a third-party property owner and occupied by SWBT with permission from such owner rather than as a matter of legal right. As used in this Agreement, the term "right-of-way" may also include certain fee-owned or leased property acquired by SWBT for the specific purpose of installing poles, ducts, or conduits or burying underground cables which are part of SWBT's network distribution facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Missouri.

3.42 State Commission. The term "State Commission" refers to the Missouri Public Service Commission.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Agreement (that is, persons and entities other than Applicant and SWBT).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SWBT to be responsible for handling and processing requests for access to SWBT's poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Agreement or in the parties' interconnection agreement, if any, the ULS shall serve as Applicant's single point of contact for arranging access to SWBT's poles, ducts, conduits, and rights-of-way and access to SWBT's records relating to SWBT's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in APPENDIX VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Agreement.

3.48 "Vicinity of …". When used in terms such as "vicinity of SWBT's conduit system," "vicinity of SWBT's poles," "vicinity of SWBT's rights-of-way," or "vicinity of SWBT's poles, ducts, conduits, or rights-of-way," the term "vicinity of …" includes sites on, within, near to, surrounding, or adjoining SWBT's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any SWBT pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Agreement establishes the rates, terms, conditions, and procedures for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether such poles, ducts, conduits, or rights-of-way are located on public or private property; provided, however, that nothing contained in this Agreement shall be construed as a grant of access to any facilities which are not poles, ducts, conduits, or rights-of-way subject to the Pole Attachment Act or to any poles, ducts, conduits, rights-of-way, facilities, or property owned and controlled by parties other than SWBT. Separate tariffs or agreements, including other portions of the parties' interconnection agreement, and not this Agreement, shall govern Applicant's access, if

any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

(a) SWBT's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from SWBT's central offices;

(b) controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

(c) ducts and conduits located within buildings owned by SWBT; and

(d) ducts, conduits, equipment rooms, and similar spaces located in space leased by SWBT from third-party property owners for purposes other than to house cables and other equipment in active service as part of SWBT's network distribution operations.

4.02 No Transfer of Property Rights to Applicant. Nothing contained in this Agreement or any license subject to this Agreement shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Agreement and licenses subject to this Agreement shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in Applicant any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of Applicant's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.

4.03 No Effect on SWBT's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(d) of this section, nothing contained in this Agreement or any license subject to this Agreement shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT's interest in any of SWBT's poles, ducts, conduits, or rights-of-way.

(a) SWBT shall give Applicant no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which Applicant has attached or placed facilities pursuant to this Agreement or (2) with respect to which Applicant has been assigned pole attachment or conduit occupancy space. The notice

shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

(b) SWBT represents that prior to the effective date of this Agreement, and prior to enactment of the Telecommunications Act of 1996, SWBT entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require SWBT to transfer or convey poles to such electric utilities from time to time. Nothing contained in this Agreement shall abridge the rights of SWBT or any electric utility under any contract executed prior to the effective date of this Agreement. In the event of any transfer or conveyance of poles to an electric utility pursuant to such a joint pole agreement, SWBT will, at Applicant's request, provide Applicant and the transferee utility with such information as may be necessary to minimize any burdens to Applicant which may arise out of or in connection with the transfer or conveyance.

(c) Transfers of SWBT's poles, ducts, conduits, and rights-of-way shall be subject to Applicant's rights at the time of transfer. Applicant shall, at the request of SWBT or the transferee, provide SWBT or the transferee with all information required to assess Applicant's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. Applicant shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, Applicant shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.

(d) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SWBT or to any entity which acquires or succeeds to ownership of substantially all of SWBT's assets shall be subject to Applicant's rights under this Agreement and licenses subject to this Agreement.

4.04 <u>No Effect on SWBT's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way</u>. Subject to Applicant's rights under this Agreement and applicable federal and state laws, rules, regulations, and commission orders, including, but not limited to, 47 C.F.R. §1.1403 (requiring 60 days' notice of contemplated modifications), SWBT may (a) locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Agreement at any time and in any manner as SWBT deems appropriate and (b) enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to SWBT's poles or place facilities in or on SWBT's ducts, conduits, or rights-of-way.

4.05 No Right to Interfere. Except to the extent expressly provided by the provisions of this Agreement, the provisions of this Agreement shall not be construed as authorizing either party to this Agreement, or persons acting on their behalf, to rearrange or interfere in any way with (a) the facilities of the other party or joint users, (b) the use of or access to such facilities by the other party or joint users, or (c) the ability of either party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.

4.06 Required Franchises, Permits, Certificates, and Licenses. This Agreement shall not be construed as relieving either party from any obligations it may have to obtain legal authority to construct, operate, maintain, repair, and remove its facilities on public or private property (including but not limited to any required franchises, permits, certificates, licenses, easements, or the like) from all appropriate public authorities and private persons or entities.

4.07 DISCLAIMER OF WARRANTIES. SWBT MAKES NO REPRESENTATIONS THAT SWBT'S POLES, DUCTS, CONDUITS, OR RIGHTS-OF-WAY ARE SUITABLE FOR APPLICANT'S INTENDED USES. SWBT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THIS AGREEMENT, SWBT MAKES NO IMPLIED WARRANTIES OF ANY KIND.

4.08 Third-party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SWBT and Applicant agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public rights-of-way, including public rights-of-way which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, SWBT and Applicant shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.02 Private Rights-of-Way Not Owned or Controlled by Either Party. SWBT and Applicant agree that neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Subject to the procedures set forth in Section 5.04 below, each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.03 Access to Rights-of-Way Generally. Each pole attachment and conduit occupancy assignment or license made, issued, or subject to this Agreement shall include access to and use of all associated rights-of-way including, but not limited to, rights-of-way required by Applicant for ingress, egress, or other access to any sites where SWBT's poles or any part of SWBT's conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. At locations where SWBT has access to third-party property pursuant to non-exclusive rights-of-way, SWBT shall not interfere with Applicant's negotiations with third-party property owners for similar access or with Applicant's access to such property pursuant to easements or other rights-of-ways obtained by Applicant from the property owner; provided, however, that neither party shall conduct activities on such right-of-way which interfere with the facilities of the other party or with the other party's access to and use of its own facilities. At locations where SWBT has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SWBT shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits SWBT to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (a) a pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the right-of-way plus (b) any other documented legal, administrative, and engineering costs incurred by

SWBT in obtaining the right-of-way and processing Applicant's request for access. Applicant's pro rata portion of the charge paid by SWBT shall be negotiated on a case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

5.04 Special Procedures for Obtaining Access to Third-party Property. Although SWBT will afford access to rights-of-way owned or controlled by it and permit Applicant to utilize SWBT's rights-of-way to the extent that SWBT has legal authority to do so, Applicant acknowledges that SWBT may not own or control certain rights-of-way to the extent necessary to permit Applicant full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party property in those situations in which SWBT does not have authority to permit Applicant access or either party has a good faith belief that SWBT does not have such authority:

(a) Applicant will first attempt to obtain right-of-way directly from the property owner.

(b) If Applicant has the right of eminent domain under state law, Applicant will independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(c) If Applicant is unable to obtain access to a right-of-way under subsections (a) or (b) above, Applicant may request in writing that SWBT exercise its right of eminent domain to condemn the right-of-way for Applicant's use and SWBT will respond to Applicant's written request within 45 days. SWBT will exercise its right of eminent domain on Applicant's behalf only if permitted to do so under applicable state law, and only if Applicant agrees to bear all costs and expenses, including but not limited to legal fees, arising out of or in connection with the condemnation proceedings.

5.05 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SWBT will provide Applicant nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 and 5.04 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SWBT will place no restrictions on access to such rights-of-way that are more restrictive than those SWBT places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide

a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting Applicant access to such structures.

5.06 Access to Building Entrance Facilities, Building Distribution Facilities, and Equipment Rooms. The parties acknowledge that ownership and control of building entrance and distribution ducts, building entrance and distribution conduits, building entrance and building distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar spaces will vary from location to location and that the respective rights of third-party property owners, tenants in buildings owned by third-party property owners, telecommunications carriers, cable television systems, and other providers of telecommunications services with respect to such ducts, conduits, and spaces must be determined on a case-by-case basis. Each party shall, when feasible, directly obtain from third-party property owners such access to building entrance and building distribution ducts, building entrance and building distribution conduits, building entrance and distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and other similar areas as may be needed by such party to serve the building owner and tenants located within buildings owned by third parties or to access other space in the building occupied or to be occupied by such party. In those situations in which Applicant cannot obtain from the building owner access on terms satisfactory to Applicant, Applicant may request access from SWBT as provided in Sections 5.03-5.04 of this Agreement; provided, however, that a separate, building-specific notice of intent to occupy under Section 8.02(b) or license application under Section 9.02, including such additional information as may be necessary to identify the space to be occupied and the facilities to be placed in such space, shall be required for access to the facilities and space subject to this section. Any such notice or application shall conspicuously note on its face that access to building entrance or building distribution facilities or space is being sought. Applicant acknowledges that SWBT must, before providing access to building space and facilities located on or within third-party property, review applicable legal documents and physical arrangements relating to the property, including physical arrangements within the building. Upon completion of that review, SWBT will notify Applicant whether Applicant's request can be granted under this Agreement, will require access arrangements under a tariff or other applicable agreement, or will require other special handling (e.g., direct negotiations with the third-party property owner). Pending such notice, Applicant may not occupy any duct, conduit, or space subject to this section pursuant to Section 8.03 without SWBT's express written consent but may exercise occupancy rights obtained directly from the building owner. If SWBT has lawful authority to provide such access and is required by the Pole Attachment Act to do so, SWBT shall provide Applicant access under this Agreement. Such access shall be negotiated on a case-by-case basis taking into account any special legal, technical, security, or construction considerations applicable to the ducts, conduits, or space which Applicant seeks to access. Such access, when provided, shall only include access to ducts, conduits, and available space (as distinguished from access to cables and other equipment not subject to the Pole Attachment Act). Such access shall be subject to such

reasonable terms and conditions as may be appropriate to protect the equipment and other property of the parties and third parties, the reliability of the parties' networks and the networks of third parties, and the privacy of communications carried over the parties' networks and networks of third parties.

(a) Applicant's access, if any, to building entrance ducts and building entrance conduits entering SWBT-owned buildings (including but not limited to central offices) and access, if any, to other building entrance and building distribution facilities and space located within such buildings shall be arranged under and shall be subject to tariffs, agreements, and, if applicable, commission or court orders establishing such access rights rather than this Agreement.

(b) Applicant's access to and use of building entrance ducts, building entrance conduits, building entrance space, and other building entrance facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building entrance duct, building entrance conduit, or other building entrance space, or if SWBT has sufficient control over a building entrance duct, building entrance conduit, or other building entrance space to permit other telecommunications carriers or cable television systems to have access to such ducts, conduits, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building entrance ducts, building entrance conduits, or other building entrance space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charge for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the building entrance duct, building entrance conduit, or building entrance space and (2) any other documented legal, administrative, engineering and construction costs incurred by SWBT to obtain such duct, conduit, or

space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(c) Applicant's access to and use of building distribution ducts, building distribution conduits, building distribution space, and other building distribution facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If SWBT owns a building distribution duct, building distribution conduit, or other building distribution space, or if SWBT has sufficient control over a building distribution duct, building distribution conduit, or other building distribution space to permit other telecommunications carriers or cable television systems to have access to such duct, conduit, or space without approval or consent from the third-party property owner, SWBT shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building distribution ducts, building distribution conduits, or other building distribution space. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use SWBT's cables or other SWBT telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (1) a pro rata portion of all charges (including but not limited to one-time charges and recurring charges) paid by SWBT to obtain the building distribution duct, building distribution conduit, or building distribution space and (2) any other documented legal, administrative, engineering costs and construction costs incurred by SWBT to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use. SWBT's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

(d) Access to equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar areas located in buildings owned and controlled by third-parties shall be subject to access as provided in subsection (c); provided, however, that when any such room

or space is leased to SWBT on an exclusive basis (as may be the case if the room or space will be used to house remote switching equipment, pair gain equipment, or other network equipment used to provide or support telecommunications services to customers at locations outside the building in which such room is located), access, if any, shall be also subject to facilities collocation tariffs, agreements, or arrangements.

(e) Nothing contained in this section shall be construed as authorizing Applicant to occupy space owned or controlled by third parties or to utilize third-party facilities or property without permission or authority from the owner of such property, where such permission or authority is required. Neither this section nor any license or permission granted under or subject to this section shall be construed as a representation by SWBT to Applicant that Applicant has the right to have access to or occupy any duct, conduit, or space owned and controlled by a third-party property owner or to utilize any telecommunications equipment owned or controlled by SWBT or any third party (including but not limited to owner- or tenant-owned cables, wires, and equipment located on the customer side of any network interface device).

(f) If Applicant has been granted access to a building entrance or building distribution duct, conduit, or space pursuant to this section, Applicant shall, at SWBT's request, relinquish such access to SWBT if it is subsequently determined that Applicant's use of such space will preclude SWBT from meeting carrier- or provider-of-last-resort obligations to customers on the premises affected.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. Applicant agrees that Applicant's facilities attached to SWBT's poles or occupying space in SWBT's ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement.

6.02 Design to Minimize the Need for Access to SWBT's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SWBT's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and sound engineering practice, SWBT will permit Applicant at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole

attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. Applicant acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of SWBT's facilities, the safety of personnel working on or in SWBT's poles, ducts, or conduits, and does not render unusable other available space on the pole or in the duct or conduit. Except as otherwise agreed to by the parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with SWBT's specifications and at Applicant's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by SWBT. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.07) for assignment.

6.04 Published Standards. SWBT and Applicant agree that the following standards equally apply to either party with respect to facilities attached to or placed in SWBT's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SWBT's conduit system after the effective date of this Agreement shall meet the electrical design specifications set forth in this section.

(a) No facilities shall be placed in SWBT's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SWBT's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified

shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

(b) Facilities placed in SWBT's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in SWBT's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

(d) No coaxial cable shall be placed in SWBT's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in SWBT's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

(f) The integrity of SWBT's conduit system and overall safety of personnel require that "dielectric cable" be used within SWBT's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmission facilities such as the facilities of a power utility.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SWBT's conduit system following the effective date of this Agreement shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Agreement or licenses subject to this Agreement, Applicant's facilities shall enter SWBT's conduit system at locations consistent with the physical design specifications that SWBT applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SWBT's conduit or ducts.

(c) Neither party shall circumvent the corrosion mitigation measures of the other party or joint users.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SWBT will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SWBT's own business purposes and to accommodate Applicant and other joint users; provided, however, that SWBT will not be required to install inner duct in advance of need or in anticipation of potential future requests for access by Applicant and other joint users. In addition, the parties shall, in accordance with SWBT's duct selection standards, install cables in inner duct when cable diameters permit.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Agreement or licenses subject to this Agreement, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of Applicant's ducts and conduits to SWBT's conduit system:

(a) Applicant shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SWBT's conduit system except as provided in this Agreement, in licenses subject to this Agreement, or as mutually agreed upon by the parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding Applicant or qualified personnel acting on Applicant's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of Applicant's cable.

(c) Where Applicant's duct or facility physically connects with SWBT's conduit system, the section of Applicant's duct or facility which connects to SWBT's conduit system shall be installed by SWBT or its contractor at Applicant's expense (which will be SWBT's actual costs or the price charged SWBT by the contractor performing such work). SWBT will perform this work in an interval consistent with the intervals SWBT performs the same or similar types of work for itself. If SWBT's interval for beginning or completing this work does not meet Applicant's needs, Applicant may arrange for the work to be performed by an authorized contractor selected by Applicant from a list, jointly

developed by Applicant and SWBT, of mutually agreed contractors qualified to perform such work. Work performed by an authorized contractor selected by Applicant to perform work under this subsection shall be performed in accordance with both parties' specifications and in accordance with both parties' standards and practices. Each party shall indemnify, on request defend, and hold the other party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying party or by persons acting on the indemnifying party's behalf under this subsection.

(d) SWBT will have the option to monitor the entrance and exit of Applicant's facilities into SWBT's conduit system and the physical placement of Applicant's facilities in and removal of such facilities from any part of SWBT's conduit system. Notice requirements for such monitoring are addressed in Section 6.11 of this Agreement.

(e) If Applicant constructs or utilizes a duct (other than a duct owned or controlled by SWBT) which is connected to SWBT's conduit system, the duct and all connections between that duct and SWBT's conduit system shall be sealed to prevent the entry of gases or liquids into SWBT's conduit system. If Applicant's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids into SWBT's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. Except as otherwise specifically provided in this Agreement, Applicant shall be responsible for selecting the employees and contractors who will perform work on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant, its contractors, subcontractors, and other vendors acting on Applicant's behalf shall also be responsible for selecting the personnel who perform work on Applicant's behalf at such sites, directing the work performed by such personnel, compensating their respective employees, and complying with all applicable laws, rules, regulations, and agency orders relating to withholding taxes, social security taxes, and other employment-related taxes. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SWBT, Applicant and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, to assure the financial responsibility of all persons and entities performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, and to protect the public at large. The requirements of this section (other than the provisions of subsection (h)) shall be reciprocal and shall apply to SWBT and personnel acting on SWBT's behalf to the same extent they apply to Applicant.

(a) Contractors, subcontractors, and other vendors, including authorized contractors, performing work on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way shall meet the same financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and vendors performing work on SWBT's behalf on, within, or in the vicinity of such poles, ducts, conduits, or rights-of-way. SWBT shall advise Applicant of SWBT's requirements and any changes in such requirements. Applicant shall be solely responsible for assuring compliance with such requirements by contractors, subcontractors, and other vendors acting on Applicant's behalf and shall be liable to SWBT for any injury, loss, or damage suffered by SWBT as a result of its failure to do so.

(b) Only properly trained persons shall work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Applicant shall be responsible for determining that all such persons acting on Applicant's behalf have proper training.

(c) Neither Applicant nor any person acting on Applicant's behalf shall permit any person to climb or work on SWBT's poles or in the vicinity of SWBT's poles, or enter SWBT's manholes or work within or in the vicinity of SWBT's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

(d) Neither Applicant nor any person acting on Applicant's behalf shall permit any person acting on Applicant's behalf to perform any work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SWBT's conduit system) are sufficiently safe for the work to be performed. If Applicant or any person acting on Applicant's behalf determines that the condition of any pole, duct, conduit, conduit system, or right-of-way is not safe enough for the work to be performed, Applicant shall notify SWBT of conditions at the site and shall not proceed with the work until Applicant is satisfied that the work can be safely performed.

(e) Neither Applicant nor any person acting on Applicant's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(f) When Applicant or personnel performing work on Applicant's behalf are working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, such personnel shall follow procedures which Applicant deems appropriate for the protection of persons and property. Applicant and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Applicant and its contractors shall provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. Applicant and its contractors shall have sole responsibility for the safety of all personnel performing work on Applicant's behalf, for the safety of bystanders, and for insuring that all operations performed by persons acting on Applicant's behalf conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

(g) Neither Applicant nor any persons acting on Applicant's behalf shall engage in any conduct which damages public or private property in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, interferes with the use or enjoyment of such public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of Applicant's facilities, failure to remove such facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to exclude others from the premises or give notice to others of unsafe conditions on the premises while work performed on Applicant's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

(h) Applicant shall promptly suspend activities on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way (other than sites owned or controlled by Applicant) if notified by SWBT that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). Applicant shall not resume such activities on or in the vicinity of SWBT's poles or rights-of-way until Applicant is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both Applicant and SWBT are satisfied that the work may safely proceed and that hazardous conditions at the site have been rectified. In the event that SWBT requires Applicant to suspend

work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT shall reimburse Applicant for actual costs resulting from the delay.

(i) All personnel acting on Applicant's behalf shall, while working on or in SWBT's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SWBT employee or representative, produce such identification.

(j) Applicant and persons acting on Applicant's behalf are encouraged to report unsafe conditions on, within, or in the vicinity of SWBT's poles or conduit system to SWBT.

(k) Applicant shall establish sufficient controls and safeguards to assure compliance with all provisions of this section.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems. When Applicant, its contractors, and other persons acting on Applicant's behalf perform work for Applicant within or in the vicinity of SWBT's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the parties in writing, Applicant shall not "rod" or clear any duct or inner duct in SWBT's conduit system other than a duct or inner duct assigned to Applicant. Following the assignment of a specific duct or inner duct to Applicant, Applicant may request that SWBT rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT will assign the next available duct or inner duct to Applicant. Applicant's request for assignment of the next available duct shall be in writing, may be transmitted to SWBT via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SWBT's own personnel.

(b) Personnel performing work within SWBT's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SWBT's conduit system.

(c) Personnel performing work within or in the vicinity of SWBT's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools,

unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of Applicant's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SWBT and applicable to SWBT's own facilities.

(e) Applicant's facilities shall be plainly identified with Applicant's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SWBT for its own facilities.

(f) Manhole pumping and purging required in order to allow Applicant's work operations to proceed shall be performed by Applicant or its contractor in accordance with the requirements of Sections 6.14 and 6.15 of this Agreement.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by Applicant or personnel performing work on Applicant's behalf within or in the vicinity of SWBT's conduit system shall be of a type approved by SWBT and included on SWBT's then-current list of approved types of leak-detection liquids and devices; provided, however, that Applicant may use any type of leak detection liquid or device which meets Bellcore's published standards if SWBT has not provided Applicant SWBT's list of approved types of leak detection liquids or devices at least 60 days in advance of Applicant's work.

(i) Applicant and its contractors shall be responsible for providing proper ventilation while work is being performed in SWBT's conduit system on Applicant's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by Applicant, will be provided by Applicant. Only explosion-proof lighting fixtures shall be used.

(l) Neither Applicant nor personnel performing work on Applicant's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SWBT's conduit system (including any manhole) during work operations performed within or in the vicinity of SWBT's conduit system.

(m) Applicant shall comply with the standards set by SWBT for its own personnel restricting the use of spark producing tools, equipment, and devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes and other portions of SWBT's conduit system, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the construction, installation, or placement of Applicant's facilities within SWBT's conduit system.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by SWBT and included on SWBT's then-current list of approved types of cable lubricants; provided, however, that Applicant may use any type of cable lubricant which meets Bellcore's published standards if SWBT has not provided Applicant SWBT's list of approved types of cable lubricants at least 60 days in advance of Applicant's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT's manholes and access to SWBT's conduit system.

(a) Applicant will notify SWBT not less than 48 hours in advance before entering SWBT's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, Applicant shall, when feasible, provide SWBT with 10 working days advance notice before entering SWBT's conduit system. SWBT shall, within 10 working days after the effective date of this Agreement, advise Applicant of the manner in which notices required by this section shall be given.

(b) An authorized employee or representative of SWBT may be present as a construction inspector at any time when Applicant or personnel acting on Applicant's behalf enter or perform work within SWBT's conduit system. Such inspectors may inspect the performance and quality of the work and monitor the work for compliance with the terms, conditions, and specifications of this Agreement or, in the case of facilities modification, capacity expansion or make-ready work, the plans and specifications of the facilities modification, capacity expansion, or

make-ready project. When SWBT inspectors are present, Applicant and its contractors shall have sole authority, responsibility, and control over the method or manner by which the work is to be performed. SWBT's inspectors may call violations to Applicant's attention but shall have no authority to direct or advise Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed; provided, however, that nothing contained in this subsection shall relieve Applicant from complying with any requirements of this Agreement.

(c) The parties contemplate that Applicant may need to perform operations in SWBT's conduit system other than during normal business hours and may on occasion require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, Applicant shall notify SWBT as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT shall not, without due cause and justification, insist on literal compliance with scheduling requirements of subsection (a). SWBT will establish procedures enabling SWBT to receive notices from Applicant under this subsection 24 hours a day, seven days a week.

(d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(e) Applicant shall reimburse SWBT for costs associated with the presence of construction inspectors only as specified in APPENDIX I and only as permitted by applicable laws, rules, regulations, and commission orders. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time.

(f) If the presence of SWBT personnel at the site is requested by Applicant or, in Applicant's opinion, is integral to successful completion of the work, Applicant shall pay the costs of having such personnel present.

6.12 <u>OSHA Compliance</u>. The parties agree that:

(a) facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

(b) all persons acting on such party's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with OSHA and all rules and regulations thereunder; and

(c) Applicant shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.13 Hazardous Substances. Applicant acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Agreement) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.

(a) Applicant may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Applicant as Applicant may deem necessary to determine the presence at such sites of hazardous substances. SWBT will assist Applicant, at Applicant's request and expense, in the performance of such inspections and tests.

(b) SWBT makes no representations to Applicant or personnel performing work on Applicant's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Agreement, Applicant or personnel acting on Applicant's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to Applicant pursuant to this Agreement if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Agreement (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this

Agreement shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Agreement or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.

6.14 Compliance with Environmental Laws and Regulations. Applicant and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations.

(a) Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of this Agreement shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

(b) All persons acting on Applicant's or SWBT's behalf, including but not limited to the parties' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. Applicant and personnel acting on Applicant's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

(c) The parties shall each establish appropriate procedures and controls to assure compliance with all requirements of this section.

(d) From and after the effective date of this Agreement, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither Applicant nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard,

or damage the property of any person. Applicant will be expected to test such water or substance for hazardous substances in accordance with then-applicable SWBT standards and practices.

(e) Applicant and SWBT and all personnel performing work on Applicant's or SWBT's behalf shall, when working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, comply with such additional standards, practices, and requirements as SWBT may from time to time adopt to comply with environmental laws, provided that such standards are communicated in writing to Applicant at least 60 days in advance of Applicant's work.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). Applicant and SWBT shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Differences in Specifications. To the extent that there may be differences in the specifications, the most stringent specification will apply except as otherwise specifically provided by SWBT in writing. Applicant will consult with SWBT when Applicant is uncertain as to which specification is to be followed.

6.17 Responsibility for the Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SWBT's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of Applicant's applications for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact;

provided, however, that unless and until a different designation is made, SWBT's primary point of contact shall be the Utility Liaison Supervisor identified in APPENDIX VIII. Designation of primary points of contact pursuant to this section will not affect notice requirements or other legal requirements set forth in other provisions of this Agreement.

7.02 Determinations by Applicant of Suitability and Availability. Applicant shall make its own, independent assessment of the suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended purposes.

7.03 Access to Records Relating to SWBT's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SWBT's poles, ducts, conduits, and rights-of-way will be made available to Applicant for planning and other purposes. Access to such records and information will be conditioned on Applicant's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Agreement as APPENDIX V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on Applicant's behalf will be granted access to such records and information without first signing such a nondisclosure agreement. Applicant will reimburse SWBT for all reasonable costs incurred by SWBT in granting Applicant's requests for access to records and information under this section.

(a) Applicant may, at any time after the effective date of this Agreement, request permission to inspect SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space. Applicant will be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records will be by appointment only, and SWBT will make such maps and records available for inspection by Applicant on two business days advance notice; provided, however, that Applicant will, as a courtesy, when feasible, provide SWBT with 10 business days advance notice of its intent to examine such records.

(b) The access described in subsection (a) shall include the right to make copies, at Applicant's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information, Applicant's copies, notes, or drawings may include only such information as needed for bona fide engineering and construction

purposes (e.g., proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Applicant's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, and rights-of-way for Applicant's intended uses.

(c) SWBT will provide Applicant the best information available from SWBT's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. SWBT represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(1) the exact location of the facilities depicted;

(2) the physical size, characteristics, or condition of the facilities depicted;

(3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SWBT's conduit system; and

(5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of Applicant's facilities or that the poles, ducts, or conduits depicted are suitable for Applicant's intended use.

7.04 Pre-occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. Applicant shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

(a) After the effective date of this Agreement, Applicant may view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude Applicant from visually inspecting SWBT's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to Applicant without SWBT's permission.

(b) Applicant shall not enter any SWBT manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Agreement, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. Applicant will select the space Applicant will occupy on SWBT's poles or in SWBT's conduit systems. Applicant's selections will be based on the same criteria SWBT applies to itself. To enable Applicant to make such selections in accordance with SWBT's criteria, SWBT will provide Applicant information about the network guidelines and engineering protocols used by SWBT in determining the placement of facilities on SWBT's poles and in SWBT's conduit systems. In conduit systems owned or controlled by SWBT, maintenance ducts (as defined in Section 3.25) shall not be considered available for Applicant's use except as specifically provided elsewhere in this Agreement. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SWBT, Applicant, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by Applicant will be assigned to Applicant as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

(a) After Applicant's application for a pole attachment or conduit occupancy license has been received by SWBT, the pole, duct, and conduit space selected by Applicant in such application will be assigned to Applicant for a pre-occupancy period not to exceed 12 months. The assignment (and date and time of assignment) will be logged and recorded in the appropriate SWBT records. If such space has been provisionally assigned to Applicant as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of Applicant's notice of intent to occupy under subsection (b), whichever date first occurs.

(b) SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to Applicant and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Agreement. Where indicated below, the interim procedures will apply to the assignment of space to SWBT as well as to Applicant and

other applicants. SWBT may, on 60 days advance notice to Applicant, revise such interim procedures if such procedures prove to be unworkable, in which event Applicant may challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws and regulations. The procedures will enable Applicant and other applicants, by written notice, to advise SWBT of their intent to occupy unassigned space which appears, from SWBT's records, to be available for assignment. Upon receipt of such notice, SWBT shall date-and-time stamp the notice and provisionally assign the space selected by Applicant or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SWBT records, which records will be available for inspection as provided in Section 7.03 of this Agreement. Space provisionally assigned to Applicant or such other applicant will not be available for assignment to any other person or entity, including SWBT. Notwithstanding such provisional assignment, Applicant shall not occupy such space without first obtaining a license, except as provided in Section 8.03. The following additional requirements shall apply.

(1) Before giving SWBT notice of its intent to occupy unassigned space, Applicant shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT or any other person or entity from utilizing or having access to SWBT's poles, ducts, conduits, or rights-of-way.

(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific conduit sections, and each manhole, to be occupied;

(ii) the number of ducts, and number of inner ducts, to be occupied by Applicant within each conduit section;

(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice;

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement; and

(vii) if applicable, a conspicuous statement, as required by Section 5.06 of this Agreement, that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

(3) With respect to unassigned pole space, such notice must include all information required to enable SWBT and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific poles to be occupied;

(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to Applicant;

(iv) the anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice; and

(vi) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(4) No later than 30 days after giving such notice, Applicant shall file an application under Section 9.02 or the provisional assignment will lapse.

(5) As stated in Section 7.03(c), SWBT does not represent that its records accurately reflect the information necessary to enable Applicant to rely upon a records-based assignment process. SWBT shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

(c) Assignments made prior to the issuance of a license will be provisional assignments and will be subject to modification if it is subsequently determined that the space selected by or assigned to Applicant is already occupied or that a different assignment is required to comply with SWBT's standards for assigning pole, duct, and conduit occupancy space.

(d) Applicant's obligation to pay semiannual pole attachment or conduit occupancy fees will commence from the date of assignment or provisional assignment, as logged and recorded in the appropriate SWBT records.

(e) During the 12-month assignment period following the date space is assigned to Applicant and entered into the appropriate SWBT record, SWBT shall not occupy or use such space without Applicant's permission, shall not assign such space to any party other than Applicant, and shall not knowingly permit any party other than Applicant to occupy or use such space without Applicant's permission except as otherwise specifically provided in this Agreement. The assignment to Applicant will automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if Applicant has not occupied such assigned space within such 12-month period; provided, however, that if Applicant's failure to occupy the space within such 12-month period results from SWBT's failure to perform make-ready work on schedule, the parties shall negotiate a

single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SWBT's make-ready work; and, provided further, that if Applicant can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SWBT or third parties other than persons acting on Applicant's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date Applicant is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to Applicant under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SWBT records available for inspection under Section 7.03.

(f) SWBT may assign space to itself by making appropriate entries in the same records used to log assignments to Applicant and third parties. If SWBT assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if SWBT has not occupied such assigned space within such 12-month period; provided, however, that if SWBT's failure to occupy the space within such 12-month period results from the actions of Applicant or third parties other than persons acting on SWBT's behalf, or from acts of God, SWBT's assignment may be extended for a period no longer than three months from the date SWBT is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SWBT records available for inspection under Section 7.03.

(g) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to either party under this section, the party to whom such space has been assigned will reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(h) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables Applicant, SWBT, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

(i) At Applicant's election, Applicant may file an application for access which specifically requests that the space sought by Applicant not be assigned to Applicant immediately and not be recorded immediately in the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Agreement. In that event, the space sought by Applicant will not be assigned to Applicant and will remain available for assignment to others without restriction until such time as such space is formally assigned to Applicant in accordance with Applicant's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to Applicant of a license confirming that Applicant has the right to occupy the space described in the license. In the event that Applicant elects to proceed under this subsection, Applicant's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and Applicant shall bear the risks that (1) the space sought by Applicant will be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that SWBT reevaluate Applicant's application and repeat the field inspection portion of the pre-license survey at Applicant's expense.

(j) Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. Although SWBT's clerical personnel will promptly process assignment requests included in applications and notices transmitted to SWBT by mail, courier, fax, or other transmission media, SWBT shall not be liable for any failure by Applicant to obtain the space desired by Applicant due to delay in logging assignment requests. Applicant acknowledges that, to maximize the probability that Applicant will be assigned the space Applicant desires, Applicant should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will provide Applicant the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for Applicant's use and no make-ready

work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to Applicant, revise or terminate such interim procedures if they prove to be unworkable, in which event Applicant may seek renegotiation of this Agreement or challenge SWBT's decision in accordance with procedures available to Applicant under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Agreement, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

(a) Upon giving SWBT the notice required by this subsection, Applicant may immediately occupy space assigned or provisionally assigned to Applicant pursuant to Section 8.02 of this Agreement. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. Applicant shall not give such notice or occupy such space without first reviewing SWBT's records and determining that the records reflect that the space sought is available.

(b) Applicant shall not occupy space which has not been assigned or provisionally assigned to Applicant. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to Applicant's occupancy. If Applicant subsequently determines that the records are inaccurate and that the space assigned to Applicant is not available, or that the space assigned is not suitable for Applicant's intended use, Applicant shall, within one business day, notify SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, Applicant shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which Applicant will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, Applicant may occupy space not assigned to Applicant subject to the following terms and conditions.

(1) Applicant may occupy the next available space shown on SWBT's records as available at the time of Applicant's last review of the records. Applicant shall not knowingly occupy space occupied by or assigned to SWBT or any third party without consent of the party to whom the space has been assigned.

(2) Within one business day after occupying such space, Applicant shall submit to SWBT a written notice of intent to occupy or an application for the space occupied showing the reason for Applicant's use of the space occupied.

(3) Applicant shall bear the risk that space occupied by Applicant pursuant to this section was assigned to SWBT or a third party during the period between Applicant's last review of the records and Applicant's occupancy of such space. After occupying space not previously assigned to Applicant, Applicant shall review the records and promptly notify the affected party if Applicant determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, Applicant shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SWBT and Applicant anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

(4) SWBT shall be entitled to recover from Applicant actual costs, if any, directly incurred by SWBT as a result of Applicant's decision under this subsection to occupy space subject to a valid prior assignment to SWBT. Applicant shall indemnify, on request defend, and save SWBT harmless from any injury, loss, damage, liability, or claim asserted against SWBT by any third party resulting from Applicant's decision under this subsection to occupy space assigned to such third party.

(c) Nothing in this section authorizes Applicant to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.

(d) Nothing in this section authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If Applicant has not done so already, within 24 hours after occupying space pursuant to this section, Applicant will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Agreement. The application may be submitted by fax.

(f) Applicant will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by Applicant and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from Applicant's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Agreement, Applicant shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts, conduits, manholes, or handholes. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Agreement, Applicant shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a)-(b) are forms in use prior to the effective date of this Agreement and that SWBT is in the process of revising such forms to conform to the provisions of this Agreement and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) will be interim forms only. SWBT reserves the right to change the format and content of these forms upon 60 days written notice to Applicant.

(a) To apply for a pole attachment license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433 ("Pole Attachments"). An application for a pole attachment license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9433 and SW-9434 are attached to this Agreement as parts of APPENDIX III.

(b) To apply for a conduit occupancy license, Applicant shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license will not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9434 and SW-9435 are attached to this Agreement as parts of APPENDIX III.

(c) Each application for a license under this Agreement shall include, at a minimum, the following information:

(1) the poles, ducts, and conduits (including all manholes) along Applicant's proposed route to or within which Applicant desires to attach or place its facilities;

(2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route;

(3) for poles, the proposed points of attachment;

(4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement, as required by Section 5.06 of this Agreement, that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;

(5) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to Applicant until SWBT has received Applicant's written instruction to make such assignment or issued a license authorizing Applicant to occupy the space requested; and

(6) if applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Agreement.

(d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);

(2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and

(3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.

(e) When it appears to Applicant that facilities modification, capacity expansion, or make-ready work may be required to accommodate Applicant's access requests, Applicant shall describe the facilities modification, capacity expansion, or make-ready work which Applicant proposes. Applicant shall also describe its plans, if any, to use any infrequent construction technique or connectivity solution authorized under Section 6.03 to avoid high or unusual expenditures and state its reasons for the use of such technique or solution.

(f) Applicant acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate Applicant's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for Applicant to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along Applicant's proposed route.

(g) Each application for a license under this Agreement shall be accompanied by a construction schedule showing Applicant's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process Applicant's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate Applicant's facilities.

(h) Applicant may include multiple cables in a single license application and may provide multiple services (e.g., CATV and non-CATV services) under the same cable sheath or jacket. When both CATV and non-CATV services are provided under the same cable sheath or jacket, or CATV and non-CATV services are provided using different cables attached or lashed to the same strand or otherwise occupying the same space on a pole or the same duct or inner duct within a conduit, Applicant will so advise SWBT and SWBT shall, if permitted by law, adjust its charges to enable SWBT to charge Applicant the rate applicable to telecommunications carriers rather than the rate applicable to cable television systems solely to provide cable service.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by Applicant and other firms seeking access to SWBT's poles, ducts, conduits,

and rights-of-way requires good faith cooperation and coordination between SWBT's personnel and personnel acting on behalf of Applicant and other firms seeking access. The parties therefore agree to the following transitional procedures which will remain in effect during the term of this Agreement unless earlier modified by mutual agreement of the parties.

(a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications or cable television services from using such poles, ducts, conduits, or rights-of-way.

(b) Applicant shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and shall use its best efforts to submit applications in an orderly manner in accordance with Applicant's needs. If Applicant contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, Applicant shall give SWBT advance notice as promptly as is reasonably practicable.

(c) No more than 300 poles shall be the subject of any single pole attachment license application.

(d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 Applicant's Priorities. When Applicant has multiple applications on file within a single SWBT construction district, Applicant shall, at SWBT's request, designate its desired priority of completion of pre-license surveys, facilities modifications, capacity expansions, and make-ready work with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after Applicant has submitted its written license application as specified in Section 9.02 of this Agreement. SWBT shall not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be

performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate Applicant's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and associated facilities for Applicant's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process Applicant's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If Applicant, pursuant to Section 8.03, has occupied the space requested before the issuance of a license, a post-installation inspection of Applicant's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Agreement. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.

(c) Before performing any portion of the pre-license survey, SWBT shall obtain Applicant's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of Applicant's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK

10.01 Response Within 45 Days. Within 45 days of Applicant's submission of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of Applicant's request for access become aware of hazardous substances at the site requested by Applicant, SWBT shall promptly advise Applicant and shall, at Applicant's

request, discuss alternatives to denial and issues associated with the presence of such hazardous substances. Additional state-specific response and notice requirements, if any, shall be addressed by an addendum to this Agreement.

(a) If access is granted, SWBT shall, no later than 45 days after Applicant's submission of the license application, further advise Applicant in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SWBT's pole or conduit facilities, (2) provide Applicant an estimate of charges for such facilities modifications, capacity expansions, or make-ready work and (3) disclose to Applicant any hazardous substances known by SWBT to be present at the site.

(b) SWBT may take into account issues of capacity, safety, reliability, and engineering when considering requests for access, provided the assessment of such factors is done in a nondiscriminatory manner. If access is denied, SWBT shall confirm the denial in writing by the 45th day after the receipt by SWBT of Applicant's completed application. A denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If Applicant in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) Applicant agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, Applicant shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SWBT of processing and responding to the application.

(d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Agreement, make available to Applicant for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements.

(e) If SWBT fails to respond in writing within 30 days of SWBT's documented receipt of a license application pursuant to Section 9.02 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant may by written notice inquire whether SWBT intends to deny Applicant's request for access. After such notice has been given and receipt by SWBT of a properly

submitted license application has been confirmed, SWBT's failure to respond in writing within 15 days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, Applicant shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize Applicant to occupy space already occupied or subject to a prior valid space assignment to SWBT or any third-party; and provided further that nothing in this subsection authorizes Applicant, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. SWBT may grant access subject to Applicant's approval of such make-ready work (including facilities modifications) as may be required to expand capacity to accommodate Applicant's request, in which event Applicant shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies Applicant's request for access, SWBT shall promptly notify Applicant of such determination. SWBT shall not deny Applicant's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 (infrequent construction techniques and connectivity solutions).

(a) At Applicant's request, SWBT will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of Applicant's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive (dead). Except as otherwise specifically provided in this section, SWBT may recover from Applicant the costs of facilities modifications and capacity expansions to make space available for Applicant's facilities and charges for such modifications and expansions shall be determined and billed as provided in APPENDIX I of this Agreement.

(b) SWBT will, at its own expense, install inner duct in SWBT's conduit system as necessary to make space available for Applicant's facilities. Inner duct installations to accommodate Applicant's facilities will be

performed by SWBT within the same time intervals which would apply if SWBT were performing such installations for itself. If SWBT's intervals for beginning or completing inner duct installation do not meet Applicant's needs, Applicant may arrange for the inner duct installation to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform inner duct installations. Applicant may install the inner duct itself if Applicant is on the list of mutually approved contractors at the time the work is performed. When inner duct is installed in SWBT's conduit system by Applicant or an authorized contractor selected by Applicant, SWBT will provide the inner-ducting materials to be installed and Applicant shall bear all other installation expenses. Applicant shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to Applicant on a timely basis. Applicant shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by Applicant or an authorized contractor selected by Applicant shall be installed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for inner duct installation to be performed by subcontractors who are not authorized contractors.

(c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e., cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, Applicant may, at its option, request that SWBT excavate the obstruction or, in the alternative, arrange for excavation of the obstruction to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the parties, of contractors mutually approved as qualified to perform such excavations. Applicant may excavate the obstruction itself if Applicant is on the list of mutually approved contractors at the time the work is performed. Such excavations will be at Applicant's expense. Removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by Applicant or an authorized contractor selected by Applicant shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be

followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor any authorized contractor selected by Applicant to perform excavation work under this subsection shall conduct facility excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of the facilities. Applicant shall indemnify, on request defend, and hold SWBT harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without SWBT's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of Applicant's representations or SWBT's field inspection, if any, SWBT determines that no make-ready work is necessary to accommodate Applicant's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to Applicant for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate Applicant's facilities, SWBT shall promptly notify Applicant of the make-ready work proposed to enable the accommodation of Applicant's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of Applicant's completed application pursuant to Section 9.02 of this Agreement or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of APPENDIX III.

(c) Applicant shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If Applicant advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT, and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept Applicant's offer to perform the work.

Authorization shall be accomplished by Applicant's signing the estimate and returning it to SWBT within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by Applicant's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If Applicant does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, Applicant shall notify SWBT in writing by the 20th day whether Applicant is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SWBT's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact Applicant to determine whether Applicant intends to withdraw its application. Applicant shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, Applicant does not immediately sign and return the estimate to SWBT.

(2) If Applicant timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide Applicant with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting Applicant's alternative written proposals, if any.

10.05 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02 and in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be

performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

(a) Applicant and SWBT will mutually establish and maintain for each SWBT construction district lists of authorized contractors which may be selected by Applicant to perform make-ready work when SWBT's interval for beginning or completing such make-ready work does not meet Applicant's needs. At Applicant's request, Applicant will be included on such lists upon Applicant's demonstrating that (1) its personnel are qualified to perform such work in accordance with SWBT's specifications and (2) Applicant meets the financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and other vendors performing the same or similar work on SWBT's behalf or the self-insurance requirements of Section 23.02.

(b) If SWBT's interval for beginning or completing make-ready work does not meet Applicant's needs, Applicant may (1) perform the make-ready work itself, if Applicant is on the applicable list of authorized contractors at the time the work is to be performed or (2) arrange for the work to be performed by an authorized contractor selected by Applicant from the applicable list of authorized contractors. Subject to the availability of personnel, Applicant may also request that SWBT perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless Applicant first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors, subcontractors or other vendors may be jointly approved by Applicant and SWBT to perform specific make-ready work in the event that the work load exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Make-ready work performed by Applicant, by an authorized contractor selected by Applicant, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither Applicant nor authorized contractors selected by Applicant to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's

facilities. Applicant and any authorized contractor selected by Applicant to perform make-ready work shall indemnify, on request defend, and hold SWBT harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.

(e) Nothing contained in this section authorizes Applicant, any authorized contractor selected by Applicant, or any other person acting on Applicant's behalf to consolidate SWBT's cables.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Applicant shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of Applicant's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. As a result of facilities modification, capacity expansion, or other make-ready work performed to accommodate Applicant's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, Applicant shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees subsequently paid to SWBT for the use of such additional capacity. SWBT shall, however, establish procedures for giving Applicant notice of the subsequent use by SWBT or third parties of additional space or capacity created at Applicant's expense. If SWBT utilizes additional space or capacity created at Applicant's expense, SWBT will reimburse Applicant on a pro-rata basis for SWBT's share, if any, of Applicant's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of Applicant or such third party, provide such information as may be available to SWBT to assist Applicant and such third party in determining the amount, if any, which such third party may owe Applicant as its pro-rata share of Applicant's capacity expansion costs. Nothing contained in this section shall be construed as conferring or imposing on SWBT any right or duty to determine the amounts owing by a third party to Applicant, to collect or remit any such amounts to Applicant, to resolve or adjudicate disputes over reimbursement between Applicant and third parties, to deny a third party access to SWBT's poles, ducts, conduits, or rights-of-way due to such third party's failure to satisfy Applicant's reimbursement demands, or to take any other action to enforce Applicant's reimbursement rights against any third party. In like manner, for additional capacity created by SWBT from and after the date of

enactment of the Telecommunications Act of 1996, SWBT shall be entitled to recover from Applicant and third parties, to the full extent permitted by law, their pro-rata shares of such capacity expansion costs incurred by SWBT. To the extent that either party seeks to avail itself of this cost-saving mechanism, such party shall be responsible for maintaining adequate records documenting the costs subject to reimbursement, including but not limited to costs incurred for facilities modification and capacity expansion work performed directly by such party or contractors performing work on such party's behalf.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will issue a license confirming that Applicant may attach specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. Applicant shall have access to attach or place only those facilities specifically described in licenses subject to this Agreement, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Agreement, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF APPLICANT'S FACILITIES

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its own facilities to SWBT's poles and the placement of such facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party and its contractors shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all personnel acting on such party's behalf while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, Applicant shall provide SWBT with an updated construction schedule and thereafter keep SWBT informed of anticipated changes in the construction schedule. Construction schedules received by SWBT shall be subject to the provisions of Article 28 of this Agreement (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

(a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) the names of each contractor and subcontractor which will be involved in the construction activities;

(c) the estimated dates when construction will begin and end; and

(d) the approximate dates when Applicant or personnel working on Applicant's behalf will be performing construction work in connection with the attachment of Applicant's facilities to SWBT's poles or the placement of Applicant's facilities in any part of SWBT's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF APPLICANT'S FACILITIES

12.01 Use of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to have access to Applicant's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving Applicant's customers.
12.02 Routine Maintenance of Applicant's Facilities. Each license subject to this Agreement authorizes Applicant to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Applicant's facilities in any manner which results in Applicant's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Applicant's license.

12.03 Installation of Drive Rings and J-Hooks. Applicant may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to Applicant.

(b) If attachment space has already been licensed to Applicant on a given SWBT pole, Applicant may install drive rings and J-hooks within the space assigned to Applicant (typically six inches above and six inches below Applicant's point of attachment on the pole if the point of attachment is in the center of the space assigned to Applicant) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in Applicant's licensed attachment space.

(c) Applicant's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to Applicant as provided in subsection (b) above; provided, however, that if attachment space already licensed to Applicant on a given SWBT pole is not adequate for Applicant's drive rings or J-hooks, Applicant may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below Applicant's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed

outside Applicant's licensed attachment space as permitted in this subsection.

(d) If Applicant has not already been licensed attachment space on a given SWBT pole, Applicant may, when necessary, install drive rings and J-hooks to unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a pre-license survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license for the attachment unless specifically requested by Applicant to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Agreement. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, Applicant may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of space by SWBT or other joint users. If the presence of Applicant's facilities in space not assigned to Applicant will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, Applicant shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SWBT may not install drive rings or J-hooks in space assigned to Applicant without Applicant's approval and shall, at Applicant's request, and at SWBT's expense, promptly relocate or, if necessary, remove, any drive rings or J-hooks installed in violation of this subsection. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to Applicant, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT's poles, SWBT shall, at Applicant's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) Applicant shall, at the request of SWBT or another joint user, at Applicant's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of Applicant's Facilities. Promptly after the issuance of a license, Applicant shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Applicant's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of Applicant's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on Applicant's behalf at a specified site.

ARTICLE 13: MODIFICATION OF APPLICANT'S FACILITIES

13.01 Notification of Planned Modifications. Applicant shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SWBT pole or located in any SWBT duct or conduit. The notice shall contain sufficient information to enable SWBT to determine whether the proposed

addition, relocation, replacement, or modification is within the scope of Applicant's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that Applicant occupy additional space on SWBT's poles (except on a temporary basis in the event of an emergency);

(b) requires that Applicant occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Agreement) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached to SWBT's poles or placed in SWBT's ducts or conduits being different from those described as authorized attachments in Applicant's present application, current license, notice of intent to occupy, or license application and supplemental documentation submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) requires additional holding capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Agreement.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. Applicant may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of Applicant's facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein,

and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REQUIRED REARRANGEMENTS OF APPLICANT'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in the First Interconnection Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Required Rearrangement of Applicant's Facilities. Applicant acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by a third party to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

(a) Applicant agrees that Applicant will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by Applicant in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act, rules, regulations, and commission orders thereunder.

(b) Whenever feasible, SWBT shall give Applicant not less than 60 days prior written notice of the need for Applicant to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Applicant shall complete such rearrangements within the time prescribed in the notice; provided, however, that the date of removal may be extended upon request by Applicant, which request will not be unreasonably refused by SWBT, if

Applicant advises SWBT of the reason for the need for the extension and proposes a reasonable completion date. SWBT may request that such modification be made within a shorter period of time, in which event Applicant shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(2) the timeliness of SWBT's request to Applicant;

(3) the nature and number of rearrangements sought;

(4) the impact on the ability of the parties and joint users to meet customer service needs; and

(5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude Applicant from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachment.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, conduits, and rights-of-way enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements, it is expected that disputes will be immediately resolved at the site by the affected parties present based upon the criteria set forth in Section 15.05 of this Agreement. The provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.

(a) Nothing contained in this Agreement shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, Applicant, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts or inner ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct or inner duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SWBT construction district, Applicant shall provide SWBT with the emergency contact number of Applicant's designated point of contact for coordinating the handling of emergency repairs of Applicant's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. As a courtesy, each party shall endeavor to notify the other party at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to the other party's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, Applicant, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When either party reasonably believes that, due to the condition of the other party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of either party, or either party's ability to meet its service obligations, either party may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities of the other party have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, either party may reattach them as provided in this section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities of the other party, SWBT or Applicant shall first attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. Applicant will cooperate fully with SWBT when emergency pole replacements are required.

(a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact Applicant to notify Applicant of the emergency and to determine whether Applicant will respond to the emergency in a timely manner.

(b) If notified by SWBT that an emergency exists which will require the replacement of a pole, Applicant shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.

(c) If Applicant is unable to respond to the emergency situation immediately, Applicant shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Applicant's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) Applicant shall reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on Applicant's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for Applicant and in part for SWBT and third parties, Applicant shall only reimburse SWBT for Applicant's share of the costs.

ARTICLE 16: INSPECTION BY SWBT OF APPLICANT'S FACILITIES

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of any or all facilities attached to SWBT's poles or placed within SWBT's poles, ducts, conduits, or rights-of-way. Inspections of Applicant's facilities may be conducted for the purpose of

determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Agreement and conform to licenses subject to this Agreement. Charges for inspections shall be allocated among all parties benefiting from the inspection in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders. When an inspection is conducted for the specific purpose of auditing or investigating Applicant's compliance with this Agreement, SWBT may charge Applicant for inspection expenses only if the inspection reflects that Applicant is in substantial noncompliance with the terms of this Agreement. If the inspection reflects that Applicant's facilities are not in compliance with the terms of this Agreement, Applicant shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT will provide Applicant the results of any inspection of Applicant's facilities performed under Section 16.01 of this Agreement.

16.03 Post-installation Inspections. This article does not apply to post-installation inspections performed as part of a pre-license survey in those cases when Applicant has occupied space on or in SWBT's poles, ducts, conduits, or rights-of-way prior to the issuance of a license pursuant to Section 8.03 of this Agreement.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. Applicant shall tag or otherwise mark all of Applicant's facilities placed on or in SWBT's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as Applicant's facilities.

17.02 Removal of Untagged Facilities. Subject to the provisions of subsections (a)-(d) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by Applicant, if SWBT determines that such facilities are not the subject of a current license authorizing their continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by Applicant or any other firm, are authorized by any license subject to this Agreement, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

(b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1)

determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities of Applicant described in a current license or application subject to this Agreement, or if the facilities appear to be facilities of Applicant otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to Applicant requesting Applicant to tag or mark the facilities within 60 days and Applicant shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If Applicant disclaims ownership of or responsibility for the facilities, Applicant shall disclose to SWBT the identity of the owner or other person or entity, if any, thought by Applicant to be responsible for the facilities.

(d) If the facilities appear to be facilities used by Applicant but not subject to a current license granted under this Agreement, the provisions of Sections 17.05-17.12 shall apply.

17.03 Verification That Presently Attached Facilities Are Subject to Existing Licenses. Applicant warrants and represents that, to the best of its information and belief, all facilities presently owned or used by Applicant and attached to SWBT's poles or occupying space within any part of SWBT's conduit system in this State have been disclosed to SWBT and are subject to current licenses or are otherwise lawfully present on or in SWBT's poles, ducts, and conduits. If Applicant determines that any such facilities are not the subject of current licenses, Applicant shall so advise SWBT and promptly apply for licenses for such facilities or remove the facilities from SWBT's poles or conduits. Nothing contained in this section shall be construed as requiring Applicant to make a field audit of its existing facilities to confirm the licensing status of its facilities as a prerequisite to entering into this Agreement.

17.04 Updating of Plant Location Records. Applicant shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records recording or logging assignments of pole, duct, and conduit space.

17.05 Notice to Applicant. If any of Applicant's facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Applicant advising Applicant that no license is presently in effect with respect to the facilities and

that Applicant must, within 60 days, respond to the notice as provided in Section 17.06 of this Agreement.

17.06 Applicant's Response. Within 60 days after receiving a notice under Section 17.05 of this Agreement, Applicant shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

(a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the factual and claimed legal basis for such denial or disclaimer;

(b) a statement that the facilities are the subject of a current license, together with an explanation of the factual and claimed legal basis for Applicant's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the factual and claimed legal basis for that assertion; or

(c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:

(1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the factual basis supporting Applicant's selection of such date (or estimated date); and

(2) the factual basis for Applicant's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. Applicant's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute Applicant's waiver of any objection Applicant may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by Applicant to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility; provided, however, that nothing contained in this section shall prohibit SWBT from invoking the dispute resolution process or filing suit, in a court of competent jurisdiction, to establish that Applicant is liable to SWBT for the costs of removal notwithstanding its denial or disclaimer.

17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving Applicant's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review Applicant's explanation of the factual and claimed legal basis for Applicant's assertions and shall advise Applicant, in writing, whether it agrees or disagrees with Applicant's assertions. If SWBT agrees with Applicant's assertions, the parties may amend the applicable license and no further action shall be required of Applicant. If SWBT does not accept Applicant's position, Applicant shall, within 15 business days, apply for a new or amended license as provided by Section 17.06(c) of this Agreement.

17.09 Approval of License and Retroactive Charges. If SWBT approves Applicant's application for a new or amended license, Applicant shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Agreement. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Agreement or otherwise.

17.10 Fees and Charges. This section applies to fees and charges with respect to Applicant's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to Applicant. Applicant shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if Applicant and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to Applicant's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date Applicant is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Applicant shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of Applicant's unauthorized facilities.

17.11 Removal of Unauthorized Attachments. If Applicant does not apply for a new or amended pole attachment license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request to Applicant to remove its unauthorized facilities not less than 60 days from the date of notice and Applicant shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request Applicant to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove Applicant's facilities at Applicant's expense.

17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities. No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by Applicant of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Applicant from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF APPLICANT'S FACILITIES

18.01 Responsibility for Removing Facilities. Applicant shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) When practicable, Applicant shall give SWBT at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

(b) Applicant shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by Applicant.

(c) Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by

SWBT for its own operations, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the removal of Applicant's facilities.

(d) Applicant shall be solely responsible for the removal of its own facilities from SWBT's poles, ducts, conduits, and rights-of-way and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of Applicant's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(e) When Applicant no longer intends to occupy space on a SWBT pole or in a SWBT duct or conduit, Applicant will provide written notification to SWBT that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SWBT's request, Applicant shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of Applicant's facilities which are no longer in active use; provided, however, that Applicant shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Applicant shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. Applicant shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Agreement. Applicant shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SWBT's poles or any part of SWBT's conduit system, or on any public or private property (other than property owned or controlled by Applicant) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. Applicant shall remove its facilities from SWBT's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SWBT's poles or the placement of such facilities in SWBT's ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Applicant shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such

other period of time as shall be mutually agreeable to the parties, after the date Applicant replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Agreement and not by this section.

18.05 Removal to Avoid Forfeiture. If the presence of Applicant's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-way is located, SWBT will promptly notify Applicant in writing and Applicant shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give Applicant not less than 60 days from the date of notice to remove Applicant's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At Applicant's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Applicant's facilities in the face of a threatened forfeiture.

18.06 Notice of Completion of Removal Activities. Applicant shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until Applicant's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Agreement, Applicant has plugged all previously occupied ducts at the entrances to SWBT's manholes as required by Section 18.01(c) of this Agreement, and the notice required by this section has been given.

18.07 Removal of Facilities by SWBT; Notice of Intent to Remove. If Applicant fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Agreement, SWBT may remove such facilities and store them at Applicant's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Applicant for any injury, loss, or damage resulting from such actions. SWBT shall give Applicant not less than 60 days prior written notice of its intent to remove Applicant's facilities pursuant to this section. The notice shall state:

(a) the date when SWBT plans to commence removal of Applicant's facilities, and that Applicant may remove the facilities at Applicant's sole cost and expense at any time before the date specified;

(b) SWBT's plans with respect to disposition of the facilities removed; and

(c) that Applicant's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities

shall constitute an abandonment of the facilities and of any interest therein.

18.08 Removal of Facilities by SWBT. If SWBT removes any of Applicant's facilities pursuant to this article, Applicant shall reimburse SWBT for SWBT's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.09 Reattachment or Subsequent Attachment Following Removal. After Applicant's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT's poles or placed in SWBT's conduit system until Applicant has first submitted new applications for the facilities and complied with the provisions of this Agreement.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees set forth in this Agreement, including rates, charges and fees set forth in APPENDIX I (Schedule of Rates, Fees, and Charges), shall be subject to all applicable federal and state laws, rules, regulations, and commission orders, including but not limited to (a) the Pole Attachment Act and rules, regulations, and commission orders issued thereunder and (b) applicable orders of the State Commission in interconnection arbitration proceedings.

19.02 Schedule of Rates, Fees, and Charges. SWBT's current schedule of rates, fees, and charges is attached to this Agreement as APPENDIX I and incorporated herein as an integral part of this Agreement.

19.03 Pole Attachment and Conduit Occupancy Fees. Until such time as the FCC authorizes the charging of different rates to cable television systems and telecommunications carriers, SWBT's annual rates for access to poles, ducts, conduits, and rights-of-way shall be the same for cable television systems and telecommunications carriers. For all attachments to SWBT's poles and occupancy of SWBT's ducts and conduits, Applicant will pay SWBT's semiannual pole attachment and conduit occupancy fees as specified in APPENDIX I. Pole attachment and conduit occupancy fees shall be assessed and billed with respect to (a) occupied space whether or not subject to a current license and (b) assigned space as well as occupied space. Fees for pole attachments shall be based on the number of Applicant's pole attachments as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders. Fees for conduit occupancy shall be based on the number of duct feet occupied by or assigned to Applicant as of the date of billing by SWBT and shall be calculated in accordance with applicable FCC rules, regulations, and orders.

19.04 Billing for and Payment of Pole Attachment and Conduit Occupancy Fees. Pole Attachment and conduit occupancy fees under this Agreement and licenses subject to this Agreement shall be payable semiannually in advance.

(a) Bills shall be submitted to Applicant for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

(c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of Applicant's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Application Fees. SWBT does not currently charge application fees for individual license applications or assignment requests under this Agreement. SWBT does, however, impose charges, on a case-by case basis, for work performed in processing applications for access and preparing SWBT's poles, ducts, conduits, and rights-of-way to accommodate the facilities of parties seeking access.

19.06 Charges for Pre-license Survey Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for pre-license survey work associated with the processing of Applicant's request for access. SWBT's pre-license survey charges are not set on a fixed fee basis and will vary from case-to-case depending on such factors as the number and location of the poles, ducts, conduits, and rights-of-way subject to Applicant's access request, the completeness and quality of information submitted by the Applicant in its application, the nature of the facilities to be placed by Applicant, and the nature and extent of facilities modification, capacity expansion, and make-ready work proposed by Applicant.

19.07 Charges for Facilities Modifications, Capacity Expansions, and Make-ready Work. Subject to applicable commission orders, Applicant will pay SWBT's charges for facilities modification, capacity expansion, and make-ready work performed by SWBT, or by persons acting on SWBT's behalf, as provided in other provisions of this Agreement and APPENDIX I.

19.08 Contract Administration Fee. Subject to applicable commission orders, SWBT may charge Applicant a one-time contract administration fee as provided in APPENDIX I. This fee, if applicable, shall be assessed for work performed in the initial processing of

this Agreement and shall be non-refundable upon acceptance of this Agreement by SWBT.

19.09 Administrative Record-keeping Fees. Subject to applicable commission orders, SWBT may charge Applicant cost-based administrative record-keeping fees (e.g., fees associated with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like) as provided in APPENDIX I.

19.10 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to Applicant for worked performed by SWBT employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

(a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.

(b) Applicant's failure to pay SWBT's fees and charges shall be grounds for terminating this Agreement and licenses subject to this Agreement.

(c) If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more that 15 calendar days after the due date, SWBT may send Applicant a written notice advising Applicant that this Agreement, or specified licenses subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If Applicant pays disputed fees under

protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

(d) Applicant may dispute any fees or charges billed by SWBT to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

(e) If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and licenses subject to this Agreement, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 Modification of Rates, Fees and Charges. Subject to applicable federal and state laws, rules, regulations, and commission orders, SWBT shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

(a) Upon written notice to Applicant, SWBT may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.

(1) The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.

(2) The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.

(3) The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.

(b) If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option (1) seek the renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the

dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies. The parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning and challenges to SWBT's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in subsections (a)-(b) of this section and Section 20.02. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Agreement.

(a) If Applicant elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02-10.05 of this Agreement, SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of Applicant, authorized contractors, or other persons acting on Applicant's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.

(b) No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.

(c) If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf,

Applicant shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SWBT 60 days written notice.

(d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.02 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with (a) the performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.08(c) and 10.02-10.05 of this Agreement or (b) the construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to SWBT's poles or placed or to be placed within SWBT's ducts, conduits, or rights-of-way. In the event any claim or demand is made on SWBT by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, SWBT may require, in addition to any security provided under Section 20.01 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as SWBT may deem reasonable or necessary to protect SWBT from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.01 Risks Associated with Outside Plant Operations. The parties acknowledge that SWBT's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout SWBT's service area, that SWBT cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside SWBT's central offices and other secure SWBT buildings and structures. The parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by SWBT requires that liability risks be fairly allocated between the parties and that it is the parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.02 Control of Premises. Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons

acting on behalf of joint users, will be present, without supervision or control by SWBT, and in many cases without SWBT's knowledge, on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although SWBT inspectors may be present at the site of work being performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a SWBT inspector shall not result in SWBT's being deemed to be in control of the premises. When both parties are present and performing work operations at a site subject to this section, SWBT and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.03 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.04 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

(a) any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties' interconnection agreement, if any;

(b) the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;

(c) willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or

(d) any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.05 Workplace Injuries. The parties acknowledge that injuries may occur at sites where work is being performed by or for either party and that primary responsibility for preventing workplace injuries shall be placed on the party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site, acts of God, and acts and omissions of third parties over whom neither party has control. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.06 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either party to any employee, contractor, or subcontractor of the other party or any other person acting on the other

party's behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.05 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.07 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party. The parties acknowledge that neither party controls the contractual relationships between the other party and vendors, suppliers, customers, and other persons in privity of contract with the other party and that nothing contained in this Agreement shall create any contractual or other liability of either party to any vendor, supplier, customer, or other person or entity in privity of contract with the other party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of SWBT's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities for claims against either party arising out of or in connection with the failure by the other party to meet its obligations (including but not limited to contract and tariff obligations) to such other party's customers and suppliers.

EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.08 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party. Neither party shall be entitled to indemnity, contribution, or subrogation from or by the other party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such party by any employee, contractor, or subcontractor of such party, by any other person acting on behalf of such party, by any vendor, supplier, or customer of such party, or by any other person or entity in privity of contract with such party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of SWBT's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either party arising out of or in connection with employment-related disputes between either party and its employees; claims against either party by contractors, subcontractors, and suppliers performing work or supplying materials to SWBT sites at the request of such party; and other failures by either party to meet its obligations (including but not limited to contract and tariff obligations) to such party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.09 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal

property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims. The parties acknowledge that hazardous substances may be present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the parties' behalf working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the parties as set forth in this section.

(a) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of (1) any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or (2) any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

(b) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited

to indemnities arising out of or in connection with the release or discharge of water and other substances from SWBT's manholes or other conduit facilities.

(c) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SWBT pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.

(d) Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims. Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against SWBT by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

(a) claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SWBT due to the placement or presence of Applicant's facilities on or within SWBT's poles, ducts, conduits, or rights-of-way; or

(b) claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or

transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 21.05-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against SWBT pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.04, Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.13 SWBT's General Indemnity Obligations to Applicant. This section applies only in those situations not expressly covered by Sections 21.05-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from SWBT's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, SWBT shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SWBT's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties. Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses. Each party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving injury, loss, or damage to any customer of such party for which the other party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability. Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits. Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.01 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.02 LIMITATIONS OF LIABILITY IN GENERAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.05, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE GREATER OF $250,000, OR THE TOTAL AMOUNT CHARGED BY SWBT TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.03 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT)

ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.04 SWBT Not Liable to Applicant for Acts of Third Parties or Acts of God. By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, SWBT does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.05 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way, and SWBT shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.05. In no event shall SWBT be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of (1) any joint user or any person acting on a joint user's behalf, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any licensee, invitee, trespasser, or other person present at the site or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in any capacity other than as a SWBT employee or person acting on SWBT's behalf. In no event shall SWBT be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SWBT's behalf, cable cuts by persons other than SWBT's employees or persons acting on SWBT's behalf, or other causes beyond SWBT's control which occur at sites subject to this Agreement.

22.05 Damage to Facilities. Except as otherwise specifically provided in this section, neither party shall be liable to the other party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other party's facilities attached to SWBT's poles or placed within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

(a) Each party (the "responsible party"), and persons acting on behalf of the responsible party, shall exercise due care to avoid damaging the facilities of the other party (the "injured party"). In the event such damage occurs, the responsible party or persons acting on behalf of the responsible party shall immediately report such damages to the injured party, and the injured party shall promptly make such arrangements as may be necessary to restore service to its customers using the facilities affected.

(b) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions,

and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible party.

(c) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible party's behalf; provided, however, that the injured party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible party shall not be liable to the injured party under this section until the injured party's claims against the independent contractor causing the damage have been adjudicated or settled and the amount of the injured party's claim against the responsible party is determinable.

(d) NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SUBSECTIONS (c)-(d) OF THIS SECTION.

(e) THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.06 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

22.07 Claims Against Third Parties. Nothing contained in this article shall be construed as requiring either party to forego any claims that such party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other party's employees) acting on the other party's behalf.

ARTICLE 23: INSURANCE

23.01 Insurance Required. Applicant shall comply with the insurance requirements specified in this section.

(a) Unless Applicant has provided proof of self-insurance as permitted in Section 23.02 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance policies specified in APPENDIX IV of this Agreement. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by SWBT. For authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SWBT's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SWBT for any damages resulting from its failure to do so.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02.

23.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

(a) Applicant shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide SWBT with certifications that required coverages will not be cancelled, changed or materially altered (e.g., by increasing deductibles or altering exclusions from coverage) except after 30 days written notice to SWBT.

(b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a

Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and SWBT is satisfied that such entity will be able to meet its liability obligations under this Agreement.

(c) Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

23.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with APPENDIX IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Agreement and shall remain in force until all of Applicant's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

23.04 Failure to Obtain or Maintain Coverage. Applicant's failure to obtain and maintain the required levels and types of insurance coverage required under this Agreement shall be grounds for termination of this Agreement and licenses subject to this Agreement. If an insurance carrier shall at any time notify Applicant or SWBT that any policy or policies of insurance required under this Agreement will be cancelled or changed in any manner which will result in Applicant's failure to meet the requirements of this Agreement, SWBT may terminate this Agreement and all licenses subject to this Agreement not less than 60 days after giving Applicant written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless Applicant has obtained (or made arrangements satisfactory to SWBT to

obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as may be necessary to keep such policy in effect with the required coverages.

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.

(a) SWBT may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with SWBT or which acquires or succeeds to ownership of substantially all of SWBT's assets.

(b) Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without SWBT's consent, to: any telecommunications carrier or cable system operator which (1) is entitled to access to SWBT's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act and (2) controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however, that such assignment shall not be effective until Applicant has given SWBT written notice of the assignment pursuant to Section 24.03 and guaranteed the performance of Applicant's assignee or successor. Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.

(c) Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without SWBT's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to SWBT that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such

foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third party shall succeed to all rights and remedies of Applicant under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to SWBT for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

(1) In the event Applicant or Applicant's lender requests that SWBT, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse SWBT for all expenses incurred by SWBT in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by SWBT in processing the request.

(2) In the event Applicant or Applicant's lender desires that SWBT provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify SWBT's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on SWBT in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.

(d) Either party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

(e) No assignment or transfer by Applicant of rights under this Agreement, licenses subject to this Agreement, or authorizations granted under this Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured SWBT's prior written consent to the assignment or transfer, if necessary, and given SWBT notice of the assignment or transfer pursuant to Section 24.03.

(f) Except as otherwise expressly provided in this article, neither this Agreement, nor any licenses or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without SWBT's prior written consent.

24.02 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity. When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.03 Notice of Assignment. Applicant shall provide SWBT with 60 days advance notice in writing of any assignment.

24.04 Assignment Shall Not Relieve Applicant of Prior Obligations. Except as otherwise expressly agreed by SWBT in writing, no assignment permitted by SWBT under this Agreement shall relieve Applicant of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.05 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SWBT may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.06 Satisfaction of All Other Licensing Requirements. Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to SWBT that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as provided in Section 17.03, that all facilities owned or used by such assignee or successor and presently attached to SWBT's poles or placed within any portion of SWBT's conduit system within this State have been disclosed to SWBT and are subject to existing licenses and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.07 Additional Post-Assignment Requirements. Applicant's assignee or successor shall, within 60 days following the assignment:

(a) sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and licenses subject to this Agreement;

(b) provide proof, satisfactory to SWBT, of such assignee's assumption of the obligations of this Agreement; and

(c) pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to SWBT's Poles, Ducts, Conduits, or Rights-of-Way between SWBT and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

24.08 Sublicenses Prohibited. Nothing contained in this Agreement shall be construed as granting Applicant the right to sublicense any rights under this Agreement or licenses subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Applicant shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Applicant or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

25.01 Termination Due to Non-Use of Facilities or Loss of Required Authority. Applicant shall, by written notice to SWBT, terminate this Agreement and all licenses subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to SWBT's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to SWBT, terminate individual licenses subject to this Agreement if (a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to such licenses or (b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access. Responsibility for terminating this Agreement or individual licenses under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual licenses pursuant to this section shall be a material breach of this Agreement.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Applicant's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if Applicant violates this provision; provided, however, that such limitation, termination or refusal will be limited to Applicant's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable Applicant to adopt suitable controls to prevent further violations, and shall be subject to review, at Applicant's request, pursuant to the dispute resolution procedures set forth in this Agreement (or, if applicable, the parties' interconnection agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event Applicant invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction of the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

25.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

(a) The notice shall set forth in reasonable detail:

(1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) the action believed necessary to cure the alleged breach; and

(3) any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

(c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

25.04 Remedies for Breach. Subject to the provisions of this article and the dispute resolution procedures of Article 30, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.07, in any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.01 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any license or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.01 Effective Date. This Agreement shall be effective as of the ___ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.02 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.03 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.04 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section.

(a) Applicant may terminate this Agreement with or without cause.

(b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the parties agree that SWBT may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, SWBT may terminate this Agreement

with or without cause, subject to the provisions of subsection (d) and Section 27.05 below.

(c) The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.

(d) The elective termination of this Agreement by SWBT under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 27.05 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.05 Effect of Elective Termination. Elective termination of this Agreement by Applicant, as permitted under Section 27.04 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to SWBT under this Agreement. Elective termination of this Agreement by SWBT shall not affect SWBT's obligations to afford access to SWBT's poles, ducts, conduits, and rights-of-way owned or controlled by SWBT as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

28.01 Information Provided by Applicant to SWBT. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Applicant to SWBT in connection with this Agreement (including but not limited to information submitted in connection with Applicant's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "confidential" or "proprietary" information of Applicant and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Applicant's review of records regarding a particular market area, or relating to assignment of space to Applicant in a particular market area, and further includes knowledge or information about the timing of Applicant's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by

Applicant and aggregated by SWBT in a manner that does not directly or indirectly identify Applicant).

28.02 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Applicant to SWBT in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03-28.06.

28.03 Permitted Uses of Applicant's Confidential Information. Notwithstanding the provisions of Sections 28.01 and 28.02 above, SWBT and persons acting on SWBT's behalf may utilize Applicant's confidential or proprietary information for the following purposes: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Agreement and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.03 of this Agreement.

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without

first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.07 Other Uses of Confidential Information. No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.01 Notices to Applicant. Except as otherwise provided in APPENDIX VI ("Notices to Applicant"), all written notices required to be given to Applicant shall be delivered or mailed to Applicant's duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to Applicant's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Susan McAdams

Title: Vice-President Government & Industry Affairs

Firm: New Edge Network, Inc. d/b/a New Edge Networks

Address: 3000 Columbia House Blvd., Suite 106

City/State/Zip: Vancouver, WA 98661

29.02 Notices to SWBT. Except as otherwise provided in APPENDIX VII ("Notices to SWBT"), all written notices required to be given to SWBT shall be delivered or mailed to SWBT's duly authorized agent or attorney, as designated in this section.

(a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.

(b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

(c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

(d) On the effective date of this Agreement, and until further notice to Applicant, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in APPENDIX VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: DISPUTE RESOLUTION

30.01 Purpose. The provisions of this article are intended to minimize litigation between the parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the parties arising under this Agreement may be submitted by either party for resolution under this article.

30.02 Exclusive Remedy for Monetary Claims under $25,000. Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of $25,000 or less which arises out of or in connection with this Agreement.

30.03 Prerequisite to Litigation. The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by SWBT to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either party against the other with respect to such contested charges until the parties have engaged in good faith negotiations as provided in Section 30.04, and, if the parties agree, in mediation under Section 30.05.

30.04 Good Faith Negotiation. Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

(a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.

(b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.

(c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall 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.

(d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery

and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.05 Mediation. If the parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the parties.

(a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute.

(b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

(c) Mediation sessions shall be private.

(d) All records, reports or other documents considered by the mediator shall be confidential.

(e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

(f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:

(1) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;

(2) admissions made by the other party during the mediation proceedings;

(3) proposals made or views expressed by the mediator; or

(4) the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

(g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

(h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.06 Arbitration. If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in subsection (a) of Section 30.04 of this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of $25,000 or less which arises out of or in connection with this Agreement. The parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds $25,000, but they shall not be required by this Agreement to do so.

(a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.

(b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.

(1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and

requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.

(2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.

(c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.

(1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, St. Louis, Missouri.

(2) The parties shall submit written briefs five days before the hearing.

(3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

(4) The arbitrator shall have no authority to order punitive or consequential damages.

(5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

(a) A party seeking discovery shall reimburse the responding party for the costs incurred by the responding party in producing documents.

(b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.05 or by binding arbitration under Section 30.06.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

32.04 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.05 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

32.06 Effect on Licenses Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.07 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force

Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.08 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.09 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[ ] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to SWBT's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. SWBT is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the

law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

[ ] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

33.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee

_____
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of SWBT's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by SWBT

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF FEES AND CHARGES (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

A) Pole Attachment Fees

1) General

a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.

b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

2) Fees (1999 Rates)

Semiannual Pole Attachment Fees	Annual	Semiannual
Per pole attachment (cable service only)	$ 2.35	$ 1.175
Per pole attachment (telecommunications carriers)	$ 2.35	$ 1.175
Per pole attachment (other)	$ N/A	$ N/A

B) Conduit Occupancy Fees

1) General

a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

b) Fees shall be payable semiannually in advance on the first days of January and July.

(2) Fees (1999 Rates)

Semiannual Per Foot Conduit Occupancy Fees	Annual	Semiannual
Full duct/duct foot (cable service only)	$ 0.41/ft	$ 0.205/ft
Full duct/duct foot (telecommunications carriers)	$ 0.41/ft	$ 0.205/ft
Full duct/duct foot (other)	$ N/A	$ N/A
Half duct/duct foot (cable service only)*	$ 0.205/ft	$ 0.1025/ft
Half duct/duct foot (telecommunications carriers)*	$ 0.205/ft	$ 0.1025/ft
Half duct/duct foot (other)*	$ N/A	$ N/A

*Each inner duct is billed at the half duct rate.

a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole, or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.

c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.

d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.

e) When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.

C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.

E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay(1) half of SWBT's charges for the project at 50 percent job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 percent job completion

and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

F) Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system, Applicant and SWBT shall equally share the costs attributable to having a construction inspector present when SWBT considers it necessary to have such an inspector present. SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for one-half the actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.

H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, and pending the establishment of permanent cost-based rates, a one-time contract administration fee of $250.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding $125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.

I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.

J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.

K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: New Edge Network, Inc. d/b/a New Edge Networks
.

Applicant's principal place of business is located in the State of Washington.

Applicant does business under the following assumed names: _____
-
_____

_____.

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____; or

[ ] another entity, as follows: _____

_____.

Applicant represents that Applicant is:

[ ] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) a person or entity which is neither (1) nor (2) above, as follows:

_____

Agreement No. _____

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

Agreement No. _____

APPENDIX IV
INSURANCE REQUIREMENTS (MISSOURI)

This Appendix IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Appendix, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant's Behalf. Applicant shall maintain, at all times during the term of the Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at the premises described in 1) above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. Applicant shall maintain, at all times during the term of the Master Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

1) Personal Injury and Advertising Injury coverage.

2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.

4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.

7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of Applicant's operations.

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in 1) above.

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be:

Southwestern Bell Telephone Company
12930 Olive Street Road, Floor 2
Creve Couer, Missouri 63141
ATTENTION: Utility Liaison Supervisor

f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

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

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

Agreement No. _____

APPENDIX V
NONDISCLOSURE AGREEMENT (MISSOURI)

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 2000, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of New Edge Network, Inc. d/b/a New Edge Networks, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing,

engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

New Edge Network, Inc. d/b/a New Edge Networks Recipient (Print or Type Name)	Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

By _____
Signature

_____
Name (Printed or Typed)

_____
Address

_____
City, State, and Zip Code

_____
Phone

_____
Date

Agreement No. _____

APPENDIX VI
NOTICES TO APPLICANT (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Special notice provisions. The following special notice provisions, if any, shall apply:

Agreement No. _____

APPENDIX VII
NOTICES TO SWBT (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01	Notification of Designation of Primary Point of Contact
7.03(a)	Notification of intent to review records
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.04(e)	Notification Regarding Make-Ready Work
12.03(d)	Notification of placing J-hook on non-licensed pole
12.04	Notification of occupation of maintenance duct for short-term use
12.06	Notification of Applicant's maintenance contact
13.01	Notification of planned modifications
14.02(c)	Notification of Applicant's desire to add to or modify its existing attachment
15.02(b)	Notification of occupation of maintenance duct for short-term emergency use
15.03	Notification of emergency repair coordinators
16.01	Notification that facilities have been brought into compliance

17.02(c)	Disclaimer of ownership or responsibility for untagged facilities
17.06	Notification of Applicant's response to ownership of facilities in question
18.01(a)	Notice of intent to remove facilities
18.01(e)	Notice of intent to terminate license
18.06	Notification of completion of removal of facilities
20.01(c)	Notification of change of bond
21.17	Notification of claims
23.XX	All notifications of insurance coverage in Article 23
24.03	Notification of assignment
25.01	Notification of termination
25.03	Notification of cure of breach
27.04	Notice of elective termination
29.03	Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a)	Notifications relating to electrical interference
6.09(d)	Notifications of unsafe conditions
6.11(a)	Notification of manhole entry
6.13(c)	Notification of environmental contaminants
10.02(b)	Notification of materials required for self-provisioning of inner duct
15.04	Notification of conditions requiring emergency repair
15.06(a)	Notification of performing corrective work on emergency repair.
15.06(b)	Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning

notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Agreement No. _____

APPENDIX VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

There are three Utility Liaison Supervisors for Missouri. They are as follows:

Notices to the Utility Liaison Supervisor for the 816 area code should be addressed as follows:

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 648

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314, 573, 636, and 660 area codes should be addressed as follows:

Name: Craig Rompf

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141

Notices to the Utility Liaison Supervisor for the 417 area code should be addressed as follows:

Name: Daryl Yerton

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 1111 W. Capitol, Room 525

City/State/Zip: Little Rock, Arkansas 72201

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri

1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-MO** and CLEC will negotiate prices.

1.5 The following defines the zones found in the Appendix Pricing:

Rate Zone:	Description:
Zone 1	The geographic area within each of the **SWBT-MO** exchanges which are classified as Rate group D exchanges in **SWBT-MO**'s Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the **SWBT-MO** exchanges which are classified as Rate group B exchanges in **SWBT-MO**'s Local Exchange Tariff
Zone 3	The geographic area within each of the **SWBT-MO** exchanges which are classified as Rate group A exchanges in **SWBT-MO**'s Local Exchange Tariff
Zone 4	The geographic area within each of the **SWBT-MO** exchanges which are classified as Rate group C exchanges in **SWBT-MO**'s Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

1.6 For modifications of **SWBT-MO**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.

2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-MO** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SWBT-MO** will round up to the next whole mile before determining the mileage and applying rates.

2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.

3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.

3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-MO** network, without any changes to **SWBT-MO**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code

information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-MO** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

3.6 Some items, which must be individually charged, are billed as nonrecurring charges.

3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

4.2 Rate Structure for ULS

4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-MO** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 **SWBT-MO** will not bill ULS-T for Intra switch calls.

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-MO**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-MO** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-MO** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-MO** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SWBT-MO** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-MO** will not bill any access charges to the PIC under this

arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-MO** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-MO** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-MO** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-MO** will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-MO** will not charge terminating access to CLEC or the IXC except that **SWBT-MO** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-MO** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-MO** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		**UNBUNDLED NETWORK ELEMENTS**							
2		Local Loops	**	Disconnect Loop from inside wiring, per NID	NRBND	None	$ 71.45	$ 35.70	
3			**	2-Wire Analog Zone 1 (Urban STL, KC)	U21	$ 12.71	$ 26.07	$ 11.09	
4			**	2-Wire Analog Zone 2 (Suburban)	U21	$ 20.71	$ 26.07	$ 11.09	
5			**	2-Wire Analog Zone 3 (Rural)	U21	$ 33.29	$ 26.07	$ 11.09	
6			**	2-Wire Analog Zone 4 (Urban Springfield)	U21	$ 18.23	$ 26.07	$ 11.09	
7			**	Conditioning for dB loss from 8db to 5db	UL2	$ 6.63	$ 22.76	$ 8.58	
8			**	4-Wire Analog Zone 1 (Urban STL, KC)	U4H	$ 19.79	$ 28.77	$ 11.09	
9			**	4-Wire Analog Zone 2 (Suburban)	U4H	$ 35.35	$ 28.77	$ 11.09	
10			**	4-Wire Analog Zone 3 (Rural)	U4H	$ 61.16	$ 28.77	$ 11.09	
11			**	4-Wire Analog Zone 4 (Urban Springfield)	U4H	$ 30.08	$ 28.77	$ 11.09	
12			**	2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	$ 25.79	$ 57.77	$ 30.22	
13			**	2-Wire Digital Zone 2 (Suburban)	U2Q	$ 42.10	$ 57.77	$ 30.22	
14			**	2-Wire Digital Zone 3 (Rural)	U2Q	$ 58.44	$ 57.77	$ 30.22	
15			**	2-Wire Digital Zone 4 (Urban Springfield)	U2Q	$ 41.44	$ 57.77	$ 30.22	
16			**	4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	$ 101.18	$ 136.63	$ 53.94	
17			**	4-Wire Digital Zone 2 (Suburban)	U4D1X	$ 106.06	$ 136.63	$ 53.94	
18			**	4-Wire Digital Zone 3 (Rural)	U4D1X	$ 107.89	$ 136.63	$ 53.94	
19			**	4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	$ 101.39	$ 136.63	$ 53.94	
20			***	DS3 Loop Zone 1 (Urban STL, KS)	under development	$ 683.57	$ 667.69	$ 291.94	
21			***	DS3 Loop Zone 2 (Suburban)	under development	$ 755.26	$ 667.69	$ 291.94	
22			***	DS3 Loop Zone 3 (Rural)	under development	$ 808.10	$ 667.69	$ 291.94	
23			***	DS3 Loop Zone 4 (Urban Springfield)	under development	$ 755.26	$ 667.69	$ 291.94	
24		DSL Capable Loops	**	2-Wire Digital Loop ISDN/IDSL - Zone 1 (Urban STL, KC)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
25			**	2-Wire Digital Loop ISDN/IDSL - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
26			**	2-Wire Digital Loop ISDN/IDSL - Zone 3 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
27			**	2-Wire Digital Loop ISDN/IDSL - Zone 4 (Urban Springfield)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
28			**	2 Wire xDSL Loop - Zone 1 (Urban STL, KC)	2SLAX	$ 12.71	$ 26.07	$ 11.09	
29			**	2 Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 20.71	$ 26.07	$ 11.09	
30			**	2 Wire xDSL Loop - Zone 3 (Rural)	2SLAX	$ 33.29	$ 26.07	$ 11.09	
31			**	2 Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	$ 18.23	$ 26.07	$ 11.09	
32			**	4 Wire xDSL Loop - Zone 1 (Urban STL, KC)	4SL1X	$ 19.79	$ 28.77	$ 11.09	
33			**	4 Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 35.35	$ 28.77	$ 11.09	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
34			**	4 Wire xDSL Loop - Zone 3 (Rural)	4SL1X	$ 61.16	$ 28.77	$ 11.09	
35			**	4 Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	$ 30.08	$ 28.77	$ 11.09	
36				Loop Qualification Process	NRBXU	None	$ 15.00	None	
37		Sub Loops		2 Wire Analog Distribution Zone 1 (Metro)	UG2	$ 6.98	$ 113.44	$ 47.28	
38				2 Wire Analog Distribution Zone 2 (Suburban)	UG2	$ 13.35	$ 113.44	$ 47.28	
39				2 Wire Analog Distribution Zone 3 (Rural)	UG2	$ 23.34	$ 113.44	$ 47.28	
40				2 Wire Analog Distribution Zone 4 (Urban)	UG2	$ 11.05	$ 113.44	$ 47.28	
41				2 Wire Digital Distribution ISDN/IDSL Zone 1 (Metro)	UK2	$ 9.92	$ 115.68	$ 51.43	
42				2 Wire Digital Distribution ISDN/IDSL Zone 2 (Suburban)	UK2	$ 16.29	$ 115.68	$ 51.43	
43				2 Wire Digital Distribution ISDN/IDSL Zone 3 (Rural)	UK2	$ 26.26	$ 115.68	$ 51.43	
44				2 Wire Digital Distribution ISDN/IDSL Zone 4 (Urban)	UK2	$ 14.00	$ 115.68	$ 51.43	
45			**	4 Wire Analog Distribution xDSL Zone 1 (Metro)	UG4	ICB	ICB	ICB	
46			**	4 Wire Analog Distribution xDSL Zone 2 (Suburban)	UG4	ICB	ICB	ICB	
47			**	4 Wire Analog Distribution xDSL Zone 3 (Rural)	UG4	ICB	ICB	ICB	
48			**	4 Wire Analog Distribution xDSL Zone 4 (Urban)	UG4	ICB	ICB	ICB	
49				4 Wire Digital Distribution ISDN/IDSL Zone 1 Metrol)	UK4RE	$ 4.97	$ 175.77	$ 69.44	
50				4 Wire Digital Distribution ISDN/IDSL Zone 2 (Suburban)	UK4RE	$ 10.48	$ 175.77	$ 69.44	
51				4 Wire Digital Distribution ISDN/IDSL Zone 3 (Rural)	UK4RE	$ 21.80	$ 175.77	$ 69.44	
52				4 Wire Digital Distribution ISDN/IDSL Zone 4 (Urban)	UK4RE	$ 6.60	$ 175.77	$ 69.44	
53		DSL Conditioning Options		Removal of Repeaters	NRBXV	None	$ 289.51	$ 13.74	
54				Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	$ 358.31	$ 17.14	
55				Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	$ 141.23	$ 17.14	
56				Removal of Bridged Taps and Repeaters	NRBXH	None	$ 913.15	$ 48.09	
57				Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	$ 626.25	$ 32.62	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
58				Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	$ 240.09	$ 32.62	
59				Removal of Bridged Taps	NRBXW	None	$ 484.19	$ 24.24	
60				Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	$ 299.64	$ 15.47	
61				Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	$ 98.86	$ 15.47	
62				Removal of Bridged Taps and Load Coils	NRBXF	None	$ 1,542.19	$ 53.96	
63				Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	$ 609.70	$ 23.11	
64				Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	$ 238.13	$ 23.11	
65				Removal of Load Coils	NRBXZ	None	$ 797.78	$ 18.18	
66				Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	$ 329.12	$ 7.30	
67				Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	$ 139.27	$ 7.30	
68		DSL Cross Connects		DSL Shielded Loop to Collocation	UXRRX	$ 0.80	$ 19.96	$ 12.69	
69				2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	$ 0.31	$ 19.96	$ 12.69	
70				4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	$ 0.31	$ 19.96	$ 12.69	
71			**	DSL Shielded Loop to UNE POA Method 1	Under development	$ 0.80	$ 19.96	$ 12.69	
72			**	DSL Shielded Loop to UNE POA Method 2	Under development	$ 0.80	$ 19.96	$ 12.69	
73			**	DSL Shielded Loop to UNE POA Method 3	Under development	$ 0.80	$ 19.96	$ 12.69	
74			**	2-Wire DSL Non-Shielded Cross Connect to POA Method 1	Under development	$ 0.31	$ 19.96	$ 12.69	
75			**	2-Wire DSL Non-Shielded Cross Connect to POA Method 2	Under development	$ 0.31	$ 19.96	$ 12.69	
76			**	2-Wire DSL Non-Shielded Cross Connect to POA Method 3	Under development	$ 0.31	$ 19.96	$ 12.69	
77			**	4-Wire DSL Non-Shielded Cross Connect to POA Method 1	Under development	$ 0.31	$ 19.96	$ 12.69	
78			**	4-Wire DSL Non-Shielded Cross Connect to POA Method 2	Under development	$ 0.31	$ 19.96	$ 12.69	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
79			**	4-Wire DSL Non-Shielded Cross Connect to POA Method 3	Under development	$ 0.31	$ 19.96	$ 12.69	
80		Subloop Cross-Connect	**	2 Wire Zones 1-4	UCX1X	$0.00	$ 61.55	$ 51.95	
81			**	4 Wire Zones 1-4	UCX14	$0.00	$ 74.00	$ 62.55	
82		Loop Cross Connects		2-Wire Analog Loop to Collocation	UCXC2	$ 2.10	$ 136.40	$ 112.75	
83			**	2-Wire Analog Loop to Collocation (without testing)	UCXD2	$ 0.31	$ 19.96	$ 12.69	
84				4-Wire Analog Loop to Collocation	UCXC4	$ 4.20	$ 142.25	$ 118.60	
85			**	4-Wire Analog Loop to Collocation (without testing)	UCXD4	$ 0.63	$ 25.38	$ 17.73	
86				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 2.10	$ 136.40	$ 112.75	
87			**	2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$ 0.31	$ 19.96	$ 12.69	
88				4-Wire Digital Loop to Collocation	(UCXHX) under development	$ 11.30	$ 229.05	$ 225.05	
89			***	DS3 C.O. Cross Connect to Collocation	under development	$ 19.81	$ 118.89	$ 84.04	
90		Cross Connects to Point of Access (POA)		2-wire Analog Loop to POA - Method 1	under development	$ 1.15	$ 88.25	$ 72.50	
91				2-wire Analog Loop to POA - Method 2	under development	$ 1.20	$ 88.25	$ 72.50	
92				2-wire Analog Loop to POA - Method 3	under development	$ 1.20	$ 88.25	$ 72.50	
93				4-wire Analog Loop to POA - Method 1	under development	$ 1.55	$ 102.60	$ 88.00	
94				4-wire Analog Loop to POA - Method 2	under development	$ 1.60	$ 102.60	$ 88.00	
95				4-wire Analog Loop to POA - Method 3	under development	$ 1.60	$ 102.60	$ 88.00	
96				2-wire Digital Loop to POA - Method 1	under development	$ 1.15	$ 88.25	$ 72.50	
97				2-wire Digital Loop to POA - Method 2	under development	$ 1.20	$ 88.25	$ 72.50	
98				2-wire Digital Loop to POA - Method 3	under development	$ 1.20	$ 88.25	$ 72.50	
99				4-wire Digital Loop to POA - Method 1	under development	$ 1.55	$ 147.90	$ 101.15	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
100				4-wire Digital Loop to POA - Method 2	under development	$ 1.60	$ 147.90	$ 101.15	
101				4-wire Digital Loop to POA - Method 3	under development	$ 1.60	$ 147.90	$ 101.15	
102				Analog Line Port to POA - Method 1	under development	$ 1.15	$ 65.85	$ 55.85	
103				Analog Line Port to POA - Method 2	under development	$ 1.20	$ 65.85	$ 55.85	
104				Analog Line Port to POA - Method 3	under development	$ 1.20	$ 65.85	$ 55.85	
105				ISDN BRI Line Port to POA - Method 1	under development	$ 1.55	$ 75.30	$ 66.20	
106				ISDN BRI Line Port to POA - Method 2	under development	$ 1.60	$ 75.30	$ 66.20	
107				ISDN BRI Line Port to POA - Method 3	under development	$ 1.60	$ 75.30	$ 66.20	
108				ISDN PRI Trunk Port to POA - Method 1	under development	$ 1.55	$ 124.35	$ 115.30	
109				ISDN PRI Trunk Port to POA - Method 2	under development	$ 1.60	$ 124.35	$ 115.30	
110				ISDN PRI Trunk Port to POA - Method 3	under development	$ 1.60	$ 124.35	$ 115.30	
111				Analog DID Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
112				Analog DID Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
113				Analog DID Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	
114				DS1 Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
115				DS1 Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
116				DS1 Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	
117				Unbundled Dedicated Transport to POA: DS1 - Method 1	under development	$ 12.30	$ 147.90	$ 101.15	
118				Unbundled Dedicated Transport to POA: DS1 - Method 2	under development	$ 12.35	$ 147.90	$ 101.15	
119				Unbundled Dedicated Transport to POA: DS1 - Method 3	under development	$ 12.35	$ 147.90	$ 101.15	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
120				Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
121				Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
122				Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
123				Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB	ICB	ICB	
124				Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB	ICB	ICB	
125				Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB	ICB	ICB	
126				Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB	ICB	ICB	
127				Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB	ICB	ICB	
128				Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB	ICB	ICB	
129				Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB	ICB	ICB	
130				Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB	ICB	ICB	
131				Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB	ICB	ICB	
132		Local Switching		Local Switching-Per Originating or Terminating MOU Zone 1 (Urban)	ZZULS	$ 0.005510	None	None	
133				Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	ZZULS	$ 0.006728	None	None	
134				Local Switching-Per Originating or Terminating MOU Zone 3 (Rural)	ZZULS	$ 0.006841	None	None	
135				Local Switching-SS7 Signaling per call	ZZUU7	$ 0.0005590	None	None	
136		Customized Routing		Customized Routing	under development	ICB	ICB	ICB	
137		Customized Routing UNE AIN		Per query per customer line	ZZURO	$ 0.0076150	None	None	
138		Switch Ports		Analog Line Port	UYP	$ 3.35	$ 95.50	$ 85.50	
139				ISDN BRI Line Port - Zone	U1P	$ 6.65	$ 15.50	$ 8.45	
140				ISDN PRI Line Port - Zone 1	UJP	$ 198.75	$ 513.75	$ 235.95	
141				Analog DID Trunk Port	U5P	$ 23.85	$ 163.85	$ 163.85	
142				DS1 Trunk Port	U9Z	$ 255.55	$ 388.00	$ 286.75	
143				Optional Calling Area (Two-way EAS) Additive	OPXEX	$ 24.80	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
144		Switch Port Cross Connects		Analog Line Port to Collocation	under development	TBD	TBD	TBD	
145				Analog DID Trunk Port to Collocation	under development	TBD	TBD	TBD	
146				ISDN BRI Line Port to Collocation	under development	TBD	TBD	TBD	
147				ISDN PRI Trunk Port to Collocation	under development	TBD	TBD	TBD	
148				DS1 Trunk Port to Collocation	(UCXD2) under development	TBD	TBD	TBD	
149		Feature Activation per Analog Line Port Type		Call Waiting	ESX	None	$ 2.65	None	
150				Call Waiting ID	NWT	None	$ 2.65	None	
151				Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	$ 2.65	None	
152				Call Forwarding Variable	ESM	None	$ 2.65	None	
153				Call Forwarding Busy Line	EVB	None	$ 2.65	None	
154				Call Forwarding Don't Answer	EVD	None	$ 2.65	None	
155				Call Forwarding Busy Line Don't Answer	E5E	None	$ 2.65	None	
156				Call Transfer Disconnect	FG3	None	$ 2.65	None	
157				Simutaneous Call Forwarding	ESD	None	$ 2.65	None	
158				Remote Access to Call Forwarding	RC3	None	$ 2.65	None	
159				Three-Way Calling	ESC	None	$ 2.65	None	
160				Speed Calling 8	ESL	None	$ 2.65	None	
161				Speed Calling 30	ESF	None	$ 2.65	None	
162				Auto Callback/Auto Redial	NSQ	None	$ 2.65	None	
163				Distinctive Ring/Priority Call	NSK	None	$ 2.65	None	
164				Selective Call Rejection/Call Blocker	NSY	None	$ 2.65	None	
165				Auto Recall/Call Return	NSS	None	$ 2.65	None	
166				Selective Call Forwarding	NCE	None	$ 2.65	None	
167				Calling # Delivery	NSD	None	$ 2.65	None	
168				CNAM Delivery	NMP	None	$ 2.65	None	
169				Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	$ 2.65	None	
170				Calling Number/Name Blocking	NSG	None	$ 2.65	None	
171				Anonymous Call Rejection	AYK	None	$ 2.65	None	
172				Customer Alerting Enablement	AWS	None	$ 2.65	None	
173				Toll Restriction	DH2	None	$ 2.65	None	
174				International Direct Dialing Blocking	NR4BK	None	$ 2.65	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
175		Analog Line Port Features/per arrangement		Personalized Ring	DRS	None	$ 6.35	None	
176				Personalized Ring - DN1	DRS1X	None	$ 6.35	None	
177				Personalized Ring - DN2	DRS2X	None	$ 6.35	None	
178				Hunting Arrangement	NR931	None	$ 32.95	None	
179		Analog Line Port Features Activation per successful occurance		Call Trace (per feature per port)	NST	None	$ 2.65	None	
180				Call Trace (per successful occurrence per port)	ZZUCL	$ 6.70	None	None	
181				Usage sensitive Call Return (per feature per port)	NV9	None	$ 2.65	None	
182				Usage sensitive Call Return(per occurrence)	ZZURE	$ 0.05	None	None	
183				Usage sensitive Auto ReDial (per feature per port)	NV8	None	$ 2.65	None	
184				Usage sensitive Auto ReDial (per occurrence)	ZZUAR	$ 0.05	None	None	
185				Usage sensitive Three Way Calling (per feature per port)	3UY	None	$ 2.65	None	
186				Usage sensitive Three Way Calling (per occurrence)	ZZU3W	$ 0.05	None	None	
187		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side		CSV/CSD per B channel	STHXX	None	$ 19.65	None	
188				Additional Call Offering for CSV per B Channel	NCO	None	$ 6.15	None	
189				Call Forwarding Don't Answer per B Channel	NQ6	None	$ 6.15	None	
190				Call Forwarding Variable per B Channel	NVF	None	$ 6.15	None	
191				Three-way Conference Calling per B Channel	NZ3	None	$ 6.15	None	
192		ISDN BRI Port Features Package		Basic EKTS per B Channel	FPG1X	None	$ 19.65		
193				CACH EKTS per B Channnel	EFV1X	None	$ 23.95	None	
194		ISDN BRI Basic Individual Port Features		Call Forwarding Interface Busy	NQ5	None	$ 6.15	None	
195				Calling Number Delivery	ZCN	None	$ 6.15	None	
196				Hunt Group for CSD	HTKPG	None	$ 6.15	None	
197				Hunt Group for CSV	GXH	None	$ 6.15	None	
198				Message Waiting Indicator	NZW	None	$ 6.15	None	
199				Secondary Only Telephone Number	DO6	None	$ 6.15	None	
200		ISDN PRI Trunk Side Features		Backup D Channel	ZPBXD	None	$ 63.80	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
201				Calling Number Delivery	NXN	None	$ 2.65	None	
202				Dynamic Channel Allocation	CCZ	None	$ 12.85	None	
203		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features		DID #s - Initial 100 #s	ND8	None	$ 170.45	None	
204				DID #s - Addtl.100 #s	ND9	None	$ 25.05	None	
205				DID #s - Initial 10 #s	NDZ	None	$ 154.20	None	
206				DID #s - Addtl. 10 #s	NDA	None	$ 8.80	None	
207		Centrex-like System Charges		System Establishment per serving office - Analog Only	SEPUX	None	$ 803.35	$ 803.35	
208				System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	$ 803.35	$ 803.35	
209				System Establishment per serving office - ISDN BRI Only	SEPUU	None	$ 391.05	$ 391.05	
210				System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	$ 284.95	$ 284.95	
211				System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	$ 586.30	$ 586.30	
212		Analog Line Port & BRI Line Port Centrex -Like Features		Auto Callback Calling/Business Group Callback	RGE	None	$ 6.15	None	
213				Call Forwarding Busy Line	GCE	None	$ 6.15	None	
214				Call Hold	6AB	None	$ 6.15	None	
215				Call Pickup	E3P	None	$ 6.15	None	
216				Call Transfer - All Calls	TF1PS	None	$ 6.15	None	
217				Class of Service Restr. - Fully	ERSFC	None	$ 6.15	None	
218				Class of Service Restr. - Semi	RQW	None	$ 6.15	None	
219				Class of Service Restr. - Toll	ERSPA	None	$ 6.15	None	
220				Consult. Hold	EBE	None	$ 6.15	None	
221				Dial Call Waiting	WDK	None	$ 6.15	None	
222				Directed Call Pickup - Non Barge in	69D	None	$ 6.15	None	
223				Directed Call Pickup - With Barge in	6MD	None	$ 6.15	None	
224				Distinctive Ring and Call Waiting Tone	DRJ	None	$ 6.15	None	
225				Hunting Arrgmt - Basic	HRK	None	$ 6.15	None	
226				Hunting Arrgmt - Circular	HCK	None	$ 6.15	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
227		Analog Line Port Centrex-Like Features		Standard feature initialization per analog port	NR935	None	$ 5.40	None	
228				Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	$ 6.15	None	
229				Call Forwarding Don't Answer	69H	None	$ 6.15	None	
230				Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	$ 6.15	None	
231				Call Waiting - Orig.	6SZ	None	$ 6.15	None	
232				Call Waiting - Term.	HUH	None	$ 6.15	None	
233				Speed Calling Personal	E18	None	$ 6.15	None	
234				Three Way Calling	ESCPS	None	$ 6.15	None	
235				Voice/Data Protection	D7N	None	$ 6.15	None	
236		BRI Line Port Centrex-Like Features		Standard feature initialization per ISDN BRI Port	NR936	None	$ 5.40	None	
237				Speed Calling Personal	NXG	None	$ 6.15	None	
238		Tandem Switching		Tandem Switching Per Minute Of Use	ZZUTA	$ 0.001514	None	None	
239		Blended Transport		Blended Transport Zone 1 (Urban STL,KC)	ZZUBT	$ 0.000671	None	None	
240				Blended Transport Zone 2 (Suburban)	ZZUBT	$ 0.000835	None	None	
241				Blended Transport Zone 3 (Rural)	ZZUBT	$ 0.000912	None	None	
242				Blended Transport Zone 4 (Urban Springfield)	ZZUBT	$ 0.000671	None	None	
243				Blended Transport Interzone	ZZUBT	$ 0.000865	None	None	
244		Common Transport		Common TransportTermination Per Minute of Use Zone 1 (Urban STL,KC)	ZZUCT	$ 0.000205	None	None	
245				Common TransportTermination Per Minute of Use Zone 2 (Suburban)	ZZUCT	$ 0.000332	None	None	
246				Common TransportTermination Per Minute of Use Zone 3 (Rural)	ZZUCT	$ 0.000352	None	None	
247				Common TransportTermination Per Minute of Use Zone 4 (Urban Springfield)	ZZUCT	$ 0.000205	None	None	
248				Common TransportTermination Per Minute of Use Interzone	ZZUCT	$ 0.000387	None	None	
249				Common TransportFacility Per Minute, Per Mile Zone 1 (Urban STL,KC)	ZZUCT	$ 0.000002	None	None	
250				Common TransportFacility Per Minute, Per Mile Zone 2 (Suburbanl)	ZZUCT	$ 0.000007	None	None	
251				Common Transport Facility Per Minute, Per Mile Zone 3 (Rural)	ZZUCT	$ 0.000015	None	None	
252				Common Transport Facility Per Minute, Per Mile Zone 4 (Urban Springfield)	ZZUCT	$ 0.000002	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
253				Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	$ 0.000003	None	None	
254		Unbundled Dedicated Transport (UDT)		UDT-DS1 Entrance Facilities - Zone 1 (Urban STL,KC)	UENHX	$ 135.20	$ 324.50	$ 128.10	
255				UDT-DS1 Entrance Facilities - Zone 2 (Suburban)	UENHX	$ 152.15	$ 324.50	$ 128.10	
256				UDT-DS1 Entrance Facilities - Zone 3 (Rural)	UENHX	$ 167.05	$ 324.50	$ 128.10	
257				UDT-DS1 Entrance Facilities - Zone 4 (Urban Springfield)	UENHX	$ 135.20	$ 324.50	$ 128.10	
258				UDT-DS3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENJX	$ 1,326.80	$ 556.10	$ 247.30	
259				UDT-DS3 Entrance Facilities - Zone 2 (Suberban)	UENJX	$ 1,392.75	$ 556.10	$ 247.30	
260				UDT-DS3 Entrance Facilities - Zone 3 (Rural)	UENJX	$ 1,434.60	$ 556.10	$ 247.30	
261				UDT-DS3 Entrance Facilities - Zone 4 (Urban Springfield)	UENJX	$ 1,326.80	$ 556.10	$ 247.30	
262				UDT-OC3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENKX	$ 802.60	$ 959.45	$ 466.35	
263				UDT-OC3 Entrance Facilities - Zone 2 (Suburban)	UENKX	$ 855.90	$ 959.45	$ 466.35	
264				UDT-OC3 Entrance Facilities - Zone 3 (Rural)	UENKX	$ 924.70	$ 959.45	$ 466.35	
265				UDT-OC3 Entrance Facilities - Zone 4 (Urban Springfield)	UENKX	$ 802.60	$ 959.45	$ 466.35	
266				UDT-OC12 Entrance Facilities - Zone 1 (Urban STL,KC)	UENLX	$ 2,394.25	$ 989.90	$ 496.85	
267				UDT-OC12 Entrance Facilities - Zone 2 (Suburban)	UENLX	$ 2,447.50	$ 989.90	$ 496.85	
268				UDT-OC12 Entrance Facilities - Zone 3 (Rural)	UENLX	$ 2,516.35	$ 989.90	$ 496.85	
269				UDT-OC12 Entrance Facilities - Zone 4 (Urban Springfield)	UENLX	$ 2,394.25	$ 989.90	$ 496.85	
270				UDT-OC48 Entrance Facilities - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
271				UDT-OC48 Entrance Facilities - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
272				UDT-OC48 Entrance Facilities - Zone 3 (Rural)	under development	ICB	ICB	ICB	
273				UDT-OC48 Entrance Facilities - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
274				UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	$ 111.45	$ 455.35	$ 291.05	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
275				UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$ 151.55	$ 455.35	$ 291.05	
276				UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	$ 279.30	$ 455.35	$ 291.05	
277				UDT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	$ 111.45	$ 455.35	$ 291.05	
278				UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$ 200.10	$ 455.35	$ 291.05	
279				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	$ 3.10	None	None	
280				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	$ 8.75	None	None	
281				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	$ 14.55	None	None	
282				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	$ 3.10	None	None	
283				UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$ 4.80	None	None	
284				UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	$ 1,389.45	$ 490.35	$ 332.75	
285				UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$ 2,783.40	$ 490.35	$ 332.75	
286				UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	$ 3,384.95	$ 490.35	$ 332.75	
287				UDT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	$ 1,389.45	$ 490.35	$ 332.75	
288				UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$ 3,288.30	$ 490.35	$ 332.75	
289				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	$ 81.80	None	None	
290				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$ 304.75	None	None	
291				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	$ 312.90	None	None	
292				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	$ 81.80	None	None	
293				UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$ 124.45	None	None	
294				UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNKS	$ 2,691.80	$ 676.30	$ 401.85	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
295				UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	$ 2,743.65	$ 676.30	$ 401.85	
296				UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNKS	None	None	None	
297				UDT-OC3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNKS	$ 2,691.80	$ 676.30	$ 401.85	
298				UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	$ 2,496.70	$ 676.30	$ 401.85	
299				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNKS	$ 6.00	None	None	
300				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	$ 52.60	None	None	
301				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNKS	None	None	None	
302				UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNKS	$ 6.00	None	None	
303				UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	$ 4.80	None	None	
304				UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNLS	$ 8,486.95	$ 737.25	$ 462.75	
305				UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	$ 10,102.90	$ 737.25	$ 462.75	
306				UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNLS	None	None	None	
307				UDT-OC12 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNLS	$ 8,486.95	$ 737.25	$ 462.75	
308				UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	None	None	None	
309				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNLS	$ 22.10	None	None	
310				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	$ 210.40	None	None	
311				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNLS	None	None	None	
312				UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNLS	$ 22.10	None	None	
313				UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	None	None	None	
314				UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNNS	ICB	ICB	ICB	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
315				UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
316				UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNNS	ICB	ICB	ICB	
317				UDT-OC48 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNNS	ICB	ICB	ICB	
318				UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	ICB	ICB	ICB	
319				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
320				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
321				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	under development	ICB	ICB	ICB	
322				UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
323				UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	under development	ICB	ICB	ICB	
324		Dedicated Transport Cross Connect		DS1 to Collocation	UCXHX	$ 11.30	$ 229.05	$ 225.05	
325				DS3 to Collocation	UCXJX	$ 39.55	$ 156.25	$ 109.50	
326				OC3 to Collocation	UCXNX	$ 2.94	$ 33.86	$ 22.57	
327				OC12 to Collocation	(UCXNX) under development	$ 2.94	$ 33.86	$ 22.57	
328				OC48 to Collocation	(UCXNX) under development	ICB	ICB	ICB	
329		Network Reconfiguration Service		DSO DS1 Port	UDUDX	$ 11.35	$ 35.70	None	
330				DSO DS3 Port	(UDU3X) under development	$ 318.10	$ 35.70	None	
331				DCS Establishment	SEPU3	None	$ 2,379.90	None	
332				Database Modification	NR9U4	None	$ 107.15	None	
333		Multiplexing		DS1 to VG	UM4BX	$ 199.60	$ 29.85	$ 17.90	
334				DS3 to DS1	UM4AX	$ 712.05	$ 980.20	$ 924.15	
335				OC-3 to 1-84 DS1s	(UM4HX)	$ 881.25	$ 788.50	$ 499.05	
336				OC-3 to 1-3 DS3	UM4HX	$ 698.65	$ 334.45	$ 227.10	
337				OC-3 to 1-3 EC-1	(UM4HX)	$ 698.65	$ 334.45	$ 227.10	
338				OC-12 to 1-12 DS3	UMULX	$ 1,305.45	$ 334.45	$ 227.10	
339				OC-12 to 1-12 EC-1/STS-1	(UMULX)	$ 1,483.95	$ 334.45	$ 227.10	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
340				OC-12 to 1-4 OC-3/OC-3	(UMULX)	$ 1,456.95	$ 334.45	$ 227.10	
341		SS7		SS7 Link Cross Connect - DS0	5-state billed in IBIS	$ 74.15	$ 299.30	$ 235.75	
342				SS7 Link Cross Connect - DS1	5-state billed in IBIS	$ 53.65	$ 266.70	$ 203.15	
343				STP to SWBT MDF - DSO	5-state billed in IBIS	$ 74.15	$ 299.30	$ 235.75	
344				STP to SWBT DSX Frame-DS1	5-state billed in IBIS	$ 53.65	$ 266.70	$ 203.15	
345				STP Port Termination	IBIS billed	$ 621.65	$ 455.65	None	
346				STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
347				STP Access Link-56.Kbps (fixed)	IBIS billed	$ 100.16	None	None	
348				STP Access Link-56.Kbps (per mile)	IBIS billed	$ 0.91	None	None	
349				SS7 Transport per Octet	IBIS billed	$ 0.00000280	None	None	
350				Signaling Point Code Addition	IBIS billed	None	$ 59.75	None	
351				Global Title Translation Addition (GTT)	Under development	None	$ 26.60	None	
352		Line Information Database (LIDB)		Validation Query (Includes SMS & Sleuth)	Not Applicable	$ 0.02600	None	None	
353				OLNS Query (Includes SMS)		$ 0.00550	None	None	
354				CNAM Query (Includes SMS)	Not Applicable	$ 0.00360	None	None	
355				Query Transport (Applies to Valadation, OLNS & CNAM)	Not Applicable	$ 0.00440	None	None	
356				Service Order Cost	Not Applicable	None	$ 256.70	None	
357				Service Establishment Charge	Not Applicable	None	$ 59.75	None	
358		800 Database		Toll Free Database Query	Not Applicable	$ 0.000445	None	None	
359				Call Handling and Destination	Not Applicable	$ 0.000054	None	None	
360		Service Order Charges		Manual New - Simple	NRBUQ	None	$ 69.70	None	
361				Manual Change - Simple	NRBUO	None	$ 67.25	None	
362				Manual Record - Simple	NRBUU	None	$ 41.60	None	
363				Manual Disconnect - Simple	NRBUW	None	$ 34.90	None	
364				Manual Suspend - Simple	NRBJZ	None	$ 41.60	None	
365				Manual Restore - Simple	NRBJ9	None	$ 41.60	None	
366				Manual Expedited - Simple	(NRBUQ)	None	$ 69.70	None	
367				Manual Customer Not Ready - Simple	(NRBUQ)	None	$ 69.70	None	
368				Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	$ 69.70	None	
369				Manual New - Complex	NRBUR	None	$ 285.20	None	
370				Manual Change - Complex	NRBUP	None	$ 158.55	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
371				Manual Record - Complex	NRBUV	None	$ 132.85	None	
372				Manual Disconnect - Complex	NRBUX	None	$ 76.20	None	
373				Manual Suspend - Complex	NRBJ7	None	$ 132.85	None	
374				Manual Restore - Complex	NRBJ8	None	$ 132.85	None	
375				Manual Expedited - Complex	(NRBUR)	None	$ 285.20	None	
376				Manual Customer Not Ready - Complex	(NRBUR)	None	$ 285.20	None	
377				Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	$ 285.20	None	
378				Electronic New - Simple	NR9W2	None	$ 5.00	None	
379				Electronic New - Complex	NRBAW	None	$ 5.00	None	
380				Electronic Change - Simple	NR9GG	None	$ 5.00	None	
381				Electronic Record - Simple	NR9GU	None	$ 5.00	None	
382				Electronic Disconnect - Simple	NR9GZ	None	$ 5.00	None	
383				Electronic Suspend - Simple	NRBJ5	None	$ 5.00	None	
384				Electronic Restore - Simple	NRBJ6	None	$ 5.00	None	
385				Electronic Expedited - Simple	(NR9W2)	None	$ 5.00	None	
386				Electronic Customer Not Ready - Simple	(NR9W2)	None	$ 5.00	None	
387				Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	$ 5.00	None	
388				PIC Change Charge	NRBL9	None	$ 5.00	None	
389		**OTHER**							
390		Directory Assistance		Directory Assistance (DA) - per call	Not Applicable	$ 0.401	None	None	
391				Directory Assistance Call Completion (DACC) - per call	Not Applicable	$ 0.240	None	None	
392				Directory Assistance Nationwide Listing Services (NLS)	Not Applicable	$ 0.65	None	None	
393				Directory Assistance Non-Pub Emergency Service	Not Applicable	$ 2.10	None	None	
394				Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None	$ 1,718.00	None	
395				Directory Assistance - Facility Based Branding Per call (Line # based*)	ZZUCB	$ 0.04	None	None	
396				*When unbundled switching is used or when more than one brand required on same trunk group					
397				Directory Assistance - Facilities Based Rate Reference Initial Load	NRBDL	None	$ 1,939.29	None	
398				Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load/Rater Load	NRBDM	None	$ 716.47	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
399				Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	$ 0.00360	None	
400				Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	$ 0.00450	None	
401				Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 2.10	None	None	
402		Operator Services		Operated Services - Fully Automated Call Processing (Per completed automated call)	Not Applicable	$ 0.17300	None	None	
403				Operator Services - Operator Assisted Call Processing (Per work second)	Not Applicable	$ 0.02000	None	None	
404				Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None	$ 1,718.00	None	
405				Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	$ 0.04	None	None	
406				*When unbundled switching is used or when more than one brand required on same trunk group					
407				Operator Services - Facilities Based Rate Reference -Initial Load	NRBDL	None	$ 1,939.29	None	
408				Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 716.47	None	
409				Intralata Message Rating - Rate per initial load	Not Applicable	None	$ 605.23	None	
410				Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	$ 605.23	None	
411		Miscellaneous		NXX Migration- Migration Charge per NXX	Not Applicable	None	$ 10,000.00	None	
412				UNE Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	
413				Local Discount Report (LDR) per WTN	CRIS	$ 0.10	None	None	
414		BCR		Per interstate local message	Not Applicable	$ 0.050	None	None	
415				Per local message	Not Applicable	$ 0.08	None	None	
416		Hosting		Billable Message Records and /or access usage records - per Record Charge	Not Applicable	$ 0.0030	None	None	
417				Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	$ 0.002	None	None	
418				Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.005	None	None	
419				Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.007	None	None	
420				Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	$ 0.010	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
421		Clearinghouse		CH processing charge for service - per originated CH record	Not Applicable	$ 0.020	None	None	
422				CH billing message - per message	Not Applicable	$ 0.050	None	None	
423		Maintenance of Service Charges & Non-Productive Dispatch		Basic Time - per half hour	MVV	None	$ 42.75	$ 34.20	
424				Overtime - per half hour	MVV	None	$ 53.45	$ 43.35	
425				Premium Time - per half hour	MVV	None	$ 64.10	$ 52.50	
426		Time and Materials Charges		Basic Time - per half hour	ALK, ALT,ALH	None	$ 42.75	$ 34.20	
427				Overtime - per half hour	ALK, ALT,ALH	None	$ 53.45	$ 43.35	
428				Premium Time - per half hour	ALK, ALT,ALH	None	$ 64.10	$ 52.50	
429		**RECIPROCAL COMPENSATION**							
430		Tandem Switching		Tandem Switching Per Minute of Use	Not Applicable	$ 0.001514	None	None	
431		Common Transport		Common Transport -Termination per Minute of Use Zone 1 (Urban)	Not Applicable	$ 0.000205	None	None	
432				Common Transport -Termination per Minute of Use Zone 2 (Suburban)	Not Applicable	$ 0.000332	None	None	
433				Common Transport- Termination per Minute of Use Zone 3 (Rural)	Not Applicable	$ 0.000352	None	None	
434				Common Transport- Termination per Minute of Use Interzone	Not Applicable	$ 0.000387	None	None	
435				Common Transport-Facilites per Minute, per Mile Zone 1 (Urban)	Not Applicable	$ 0.000002	None	None	
436				Common Transport-Facilites per Minute, per Mile Zone 2 (Suburban)	Not Applicable	$ 0.000007	None	None	
437				Common Transport-Facilites per Minute, per Mile Zone 3 (Rural)	Not Applicable	$ 0.000015	None	None	
438				Common Transport-Facilites per Minute, per Mile	Not Applicable	$ 0.000003	None	None	
439		Local Switching		Local Switching-Per Originating or Terminating MOU Zone 1 (Urban)	Not Applicable	$ 0.005510	None	None	
440				Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	Not Applicable	$ 0.006728	None	None	
441				Local Switching-Per Originating or Terminating MOU Zone 3 (Rural)	Not Applicable	$ 0.006841	None	None	
442				Local Switching-Per Originating or Terminating MOU Interzone					
443		Transiting		Transiting-Zone 1 (Urban)	Not Applicable	$ 0.001731	None	None	
444				Transiting-Zone 2 (Suburban)	Not Applicable	$ 0.001895	None	None	
445				Transiting-Zone 3 (Rural)	Not Applicable	$ 0.001972	None	None	
446				Transiting-OCA (Optional Area)	Not Applicable	$ 0.004000	None	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
447				Transiting-Out of Region	Not Applicable	$ 0.006000	None	None	
448		OCA		OCA Transport & Termination	Not Applicable	$ 0.016000	None	None	
449									
450			**	**The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT will provide certain**					
451				**arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement**					
452				**based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or**					
453				**regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the**					
454				**Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations**					
455				**are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders,**					
456				**rules and regulations. The Parties recognize and agree that, in the event of any amendment of the**					
457				**Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other**					
458				**legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining**					
459				**to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action**					
460				**invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant**					
461				**provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to**					
462				**be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to**					
463				**contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific**					
464				**provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule,**					
465				**court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT**					
466				**be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide**					
467				**such rates, terms and conditions to the Party who originally arbitrated such provisions**					
468									
469			***	**The Parties acknowledge and agree that the DS3 Loop rates and DS3 C.O. Cross connect rates set forth above are interim**					
470				**rates, and subject to true-up as final cost studies become available.**					
471									
472									
473		**RESALE**							
474		Business - Local Exchange Service		Business 1 Party	Not Applicable	19.20%	19.20%	None	
475				Business - Multi-Line Hunting	Not Applicable	19.20%	19.20%	None	
476				Business Measured	Not Applicable	19.20%	19.20%	None	
477				Business Measured (HTG Class of Service)	Not Applicable	19.20%	19.20%	None	
478		Business - Expanded Local Calling		Mandatory EAS	Not Applicable	19.20%	19.20%	None	
479				Optional Metropolitan Calling Area	Not Applicable	19.20%	19.20%	None	
480		Business - Vertical Services		Auto Redial	Not Applicable	19.20%	19.20%	None	
481				Call Blocker	Not Applicable	19.20%	19.20%	None	
482				Call Forwarding	Not Applicable	19.20%	19.20%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
483				Call Forwarding - Busy Line	Not Applicable	19.20%	19.20%	None	
484				Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.20%	19.20%	None	
485				Call Forwarding - Don't Answer	Not Applicable	19.20%	19.20%	None	
486				Call Return	Not Applicable	19.20%	19.20%	None	
487				Call Trace	Not Applicable	19.20%	19.20%	None	
488				Call Waiting	Not Applicable	19.20%	19.20%	None	
489				Calling Name	Not Applicable	19.20%	19.20%	None	
490				Calling Number	Not Applicable	19.20%	19.20%	None	
491				ComCall®	Not Applicable	19.20%	19.20%	None	
492				Personalized Ring (1 dependent number)	Not Applicable	19.20%	19.20%	None	
493				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.20%	19.20%	None	
494				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.20%	19.20%	None	
495				Priority Call	Not Applicable	19.20%	19.20%	None	
496				Remote Access to Call Forwarding	Not Applicable	19.20%	19.20%	None	
497				Selective Call Forwarding	Not Applicable	19.20%	19.20%	None	
498				Simultaneous Call Forwarding	Not Applicable	19.20%	19.20%	None	
499				Speed Calling 8	Not Applicable	19.20%	19.20%	None	
500				Speed Calling 30	Not Applicable	19.20%	19.20%	None	
501				Three Way Calling	Not Applicable	19.20%	19.20%	None	
502		Business - DID		DID (First Block of 100 - Category 1)	Not Applicable	19.20%	19.20%	None	
503				DID (First Block of 10 - Category 1)	Not Applicable	19.20%	19.20%	None	
504				DID (Ea. adl. block of 10 after first 10 - Category 1)	Not Applicable	19.20%	19.20%	None	
505				DID (Ea. adl. block of 100 after first 100 - Category 2)	Not Applicable	19.20%	19.20%	None	
506				DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	Not Applicable	19.20%	19.20%	None	
507				DID (with Multifrequency)	Not Applicable	19.20%	19.20%	None	
508				DID (with Dual-Tone Multifrequency)	Not Applicable	19.20%	19.20%	None	
509				DID (1st 10 Trunks or access lines)	Not Applicable	19.20%	19.20%	None	
510				DID (11th thru 50th trunk or network access line)	Not Applicable	19.20%	19.20%	None	
511				DID (51st trunk or network access line)	Not Applicable	19.20%	19.20%	None	
512		Business - Trunks		Analog Trunks	Not Applicable	19.20%	19.20%	None	
513				Digital Trunks	Not Applicable	19.20%	19.20%	None	
514		Business - AIN		Area Wide Networking	Not Applicable	19.20%	19.20%	None	
515				Disaster Routing Service	Not Applicable	19.20%	19.20%	None	
516				Intelligent Redirectsm	Not Applicable	19.20%	19.20%	None	
517				Intellinumber	Not Applicable	19.20%	19.20%	None	
518				Positive ID	Not Applicable	19.20%	19.20%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
519		Business - Other		Bundled Telecommunications Services (e.g., the Works)	Not Applicable	19.20%	19.20%	None	
520				Customer Alerting Enablement	Not Applicable	19.20%	19.20%	None	
521				Grandfathered Services	Not Applicable	19.20%	19.20%	None	
522				Hot Line	Not Applicable	19.20%	19.20%	None	
523				Hunting	Not Applicable	19.20%	19.20%	None	
524				Local Operator Assistance Service	Not Applicable	13.91%	13.91%	None	
525				Night Number associated with Telephone Number	Not Applicable	19.20%	19.20%	None	
526				Night Number associated with a Terminal	Not Applicable	19.20%	19.20%	None	
527				Promotions (Greater than 90 days)	Not Applicable	19.20%	19.20%	None	
528				Preferred Number Service	Not Applicable	19.20%	19.20%	None	
529				Telebranch®	Not Applicable	19.20%	19.20%	None	
530				TouchTone	Not Applicable	19.20%	19.20%	None	
531				Voice Dial	Not Applicable	19.20%	19.20%	None	
532				Warm Line	Not Applicable	19.20%	19.20%	None	
533		Business - ISDN		Digiline	Not Applicable	19.20%	19.20%	None	
534				Select Video Plus®	Not Applicable	19.20%	19.20%	None	
535				Smart Trunksm	Not Applicable	19.20%	19.20%	None	
536		Business - Toll		IntraLATA MTS	Not Applicable	19.20%	19.20%	None	
537				MaxiMizer 800®	Not Applicable	19.20%	19.20%	None	
538				OutWATS	Not Applicable	19.20%	19.20%	None	
539				800 Service	Not Applicable	19.20%	19.20%	None	
540		Business - Optional Toll Calling Plans		1+ SAVERsm	Not Applicable	19.20%	19.20%	None	
541				1+SAVER Direct	Not Applicable	19.20%	19.20%	None	
542				Community Optional Saver	Not Applicable	19.20%	19.20%	None	
543				Outstate Calling Area Service	Not Applicable	19.20%	19.20%	None	
544		Business - PLEXAR®		Plexar I®	Not Applicable	19.20%	19.20%	None	
545				Plexar II®	Not Applicable	19.20%	19.20%	None	
546				Plexar Custom®	Not Applicable	19.20%	19.20%	None	
547		Business - Private Line		Analog Private Lines	Not Applicable	19.20%	19.20%	None	
548				Business Video Service	Not Applicable	19.20%	19.20%	None	
549				Digital Loop Service	Not Applicable	19.20%	19.20%	None	
550				DOVLink	Not Applicable	19.20%	19.20%	None	
551				Foreign Exchange Service	Not Applicable	19.20%	19.20%	None	
552				Foreign Serving Office	Not Applicable	19.20%	19.20%	None	
553				Frame Relay	Not Applicable	19.20%	19.20%	None	
554				Group Alerting Services	Not Applicable	19.20%	19.20%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
555				MegaLink II®	Not Applicable	19.20%	19.20%	None	
556				MegaLink III®	Not Applicable	19.20%	19.20%	None	
557				MicroLink I®	Not Applicable	19.20%	19.20%	None	
558				MicroLink II®	Not Applicable	19.20%	19.20%	None	
559				MultiPoint Video	Not Applicable	19.20%	19.20%	None	
560				Service Loop Facility Modification Service	Not Applicable	19.20%	19.20%	None	
561		Residence - Local Exchange Service		Life Line and Link Up America Services	Not Applicable	19.20%	19.20%	None	
562				Residence 1 Party	Not Applicable	19.20%	19.20%	None	
563				Residence Measured	Not Applicable	19.20%	19.20%	None	
564		Residence - Expanded Local Calling		Mandatory EAS	Not Applicable	19.20%	19.20%	None	
565				Optional Metropolitan Calling Area	Not Applicable	19.20%	19.20%	None	
566		Residence - Vertical Services		Auto Redial	Not Applicable	19.20%	19.20%	None	
567				Call Blocker	Not Applicable	19.20%	19.20%	None	
568				Call Forwarding	Not Applicable	19.20%	19.20%	None	
569				Call Forwarding - Busy Line	Not Applicable	19.20%	19.20%	None	
570				Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.20%	19.20%	None	
571				Call Forwarding - Don't Answer	Not Applicable	19.20%	19.20%	None	
572				Call Return	Not Applicable	19.20%	19.20%	None	
573				Call Trace	Not Applicable	19.20%	19.20%	None	
574				Call Waiting	Not Applicable	19.20%	19.20%	None	
575				Calling Name	Not Applicable	19.20%	19.20%	None	
576				Calling Number	Not Applicable	19.20%	19.20%	None	
577				ComCall®	Not Applicable	19.20%	19.20%	None	
578				Personalized Ring (1 dependent number)	Not Applicable	19.20%	19.20%	None	
579				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.20%	19.20%	None	
580				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.20%	19.20%	None	
581				Priority Call	Not Applicable	19.20%	19.20%	None	
582				Remote Access to Call Forwarding	Not Applicable	19.20%	19.20%	None	
583				Selective Call Forwarding	Not Applicable	19.20%	19.20%	None	
584				Simultaneous Call Forwarding	Not Applicable	19.20%	19.20%	None	
585				Speed Calling 8	Not Applicable	19.20%	19.20%	None	
586				Three Way Calling	Not Applicable	19.20%	19.20%	None	
587		Residence - ISDN		Digiline	Not Applicable	13.91%	13.91%	None	
588		**OTHER RESALE**			Not Applicable	13.91%	13.91%	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
589		Directory Assistance		Directory Assistance Services	Not Applicable	13.91%	13.91%	None	
590		Nationwide Listings		Nationwide Listing Services (NLS)	Not Applicable	13.91%	13.91%	None	
591		Toll		Home 800sm	Not Applicable	19.20%	19.20%	None	
592				IntraLATA MTS	Not Applicable	19.20%	19.20%	None	
593		Optional Toll Calling Plans		1+ SAVERsm	Not Applicable	19.20%	19.20%	None	
594				1+SAVER Direct	Not Applicable	19.20%	19.20%	None	
595				Community Optional Saver	Not Applicable	19.20%	19.20%	None	
596				Outstate Calling Area Service	Not Applicable	19.20%	19.20%	None	
597				900 Call Restriction	Not Applicable	19.20%	19.20%	None	
598				Access Services	Not Applicable	0.00%	0.00%	None	
599				Additional Directory Listings	Not Applicable	19.20%	19.20%	None	
600				Bill Plus	Not Applicable	5.00%	5.00%	None	
601				Company Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
602				Directory Assistance Services	Not Applicable	13.91%	13.91%	None	
603				Connections with Terminal Equipment and Communications Equipment	Not Applicable	0.00%	0.00%	None	
604				Consolidated Billing	Not Applicable	5.00%	5.00%	None	
605				Construction Charges	Not Applicable	0.00%	0.00%	None	
606				Customer Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
607				Exchange Interconnection Service	Not Applicable	0.00%	0.00%	None	
608				Operator Services	Not Applicable	13.91%	13.91%	None	
609				Local Operator Assistance Service	Not Applicable	13.91%	13.91%	None	
610				Maintenance of Service Charges	Not Applicable	0.00%	0.00%	None	
611				Prepaid Calling Cards	Not Applicable	19.20%	19.20%	None	
612				Telecommunications Service Priority Systems	Not Applicable	0.00%	0.00%	None	
613				Toll Billing Exception (Billed Number Screen)	Not Applicable	19.20%	19.20%	None	
614				Toll Restriction	Not Applicable	19.20%	19.20%	None	
615				Wireless Carrier Interconnection Services	Not Applicable	0.00%	0.00%	None	
616				Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	
617				Slamming Investigation Fee	CRIS	None	$ 50.00	$ 50.00	
618				Local Discount Report (LDR) per WTN	CRIS	$ 0.10	None	None	
619				Simple conversion charge per billable number	CRIS	None	$ 25.00	None	
620				Electronic conversion orders per billable number	CRIS	None	$ 5.00	None	
621				Complex conversion orders per billable number	CRIS	None	$ 125.00	None	
622				SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher		None	$ 100.00	None	
623				OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None	$ 1,072.00	None	

Line	Change/ Updates	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
624				OS/DA Reseller Branding - Per Call	ZZUCB	$ 0.04	None	None	
625				OS/DA Reseller Rate Reference - Initial Load	NRBDL	None	$ 1,538.54	None	
626				OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 623.37	None	

Missouri
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Urban	U21	*	$11.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	$15.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Rural	U21	*	$13.25	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 4	U21	*	$9.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Urban	U2F	*	$4.77	$9.78	$4.16
Zone 2 - Suburban	U2F	*	$7.77	$9.78	$4.16
Zone 3 - Rural	U2F	*	$12.48	$9.78	$4.16
Zone 4	U2F	*	$6.84	$9.78	$4.16

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Manual	NRBAY	*	NA	$0.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	$5.00	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Urban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Urban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology					
Zone 1 - Urban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 3 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Urban	U2F	*	$4.77	$9.78	$4.16
Zone 2 - Suburban	U2F	*	$7.77	$9.78	$4.16
Zone 3 - Rural	U2F	*	$12.48	$9.78	$4.16
Zone 4	U2F	*	$6.84	$9.78	$4.16
PSD#6 2-Wire Very High-band Capable					
Zone 1 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					

Missouri
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 4	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	$29.55	$16.90
Analog Line Port					
Zone 1 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop					
Zone 1 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

Missouri
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 4	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate

***These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).**

APPENDIX
POLES, DUCTS, CONDUIT,
and
RIGHT OF WAY

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Agreement No. _____

MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

This Agreement dated _____, 2000, is made by and between Nevada Bell Telephone Company ("NEVADA") and the undersigned Applicant. As provided in this Agreement, NEVADA will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA and located in this state.

ARTICLE 1: PARTIES

1.1 NEVADA is a corporation chartered in the State of Nevada. NEVADA's principal office is located at 645 E. Plumb Lane, Reno, Nevada 89520.

1.2 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): New Edge Network, Inc. d/b/a New Edge Networks.

1.3 Applicant maintains offices in this State at the following address: _____.
Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.1 Primary Purpose of Agreement

The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which NEVADA will provide Applicant access to NEVADA's poles, ducts, conduits, and rights-of-way located in this State.

2.2 Applicability

This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.3 Construction in Accordance with Purpose

All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§

251(b)(4) and 271(c)(2)(B)(iii), which mandate access to NEVADA's poles, ducts, conduits, and rights-of-way.

2.4 Uniform Application and Nondiscriminatory Access

In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, "a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services." This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.5 Effect on Rights and Remedies under Law

This Agreement is intended by the Parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the Parties' rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.6 Additional Negotiations

This Agreement is one of many agreements between NEVADA and parties seeking access to NEVADA's poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude NEVADA from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between NEVADA and third parties. In addition, the Parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Each Party shall, therefore, at the request of the other Party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.7 Relationship to Interconnection Agreement

NEVADA has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the Parties. Applicant's election is reflected in this section, and this Agreement shall be construed in accordance with Applicant's election. If this Agreement has been executed as part of an interconnection agreement, Applicant

shall have the additional option of replacing this Agreement at any time with NEVADA's then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[ ] This Agreement has been entered into as a standalone Agreement.

[ ] This Agreement has been entered into, at Applicant's request, as an appendix, attachment, or exhibit to an interconnection agreement between the Parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.8 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements

Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to NEVADA's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and NEVADA relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the Parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.1 Definitions in General. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.2 to 3.48 except as the context otherwise requires.

3.2 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.3 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.4 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I: Schedule of Rates, Fees, and Charges

APPENDIX II: Identification of Applicant

APPENDIX III: Administrative Forms and Notices

- CO 4927-NEV: Permit to Attach/Occupy
- CO 4931: Notification of Impending Telco Work
- C 0019: Cost Estimate Detail For License Work
- C 0018-NEV: Application For Pole Attachment/Conduit Occupancy
- CO 4936-NEV: Licensee Inspection Summary
- CO 4930: Request For Removal of Licensee Facilities
- CO 4932: Notification of Additional Expenditures/Work

APPENDIX IV: Insurance Requirements

APPENDIX V: Nondisclosure Agreement

APPENDIX VI: Notices to Applicant

APPENDIX VII: Notices to NEVADA

APPENDIX VIII: Identification of Structure Licensing Coordinator ("SLC"))

3.5 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either Party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.2 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.2 of this Agreement.

3.6 Authorized contractor. "Authorized contractors" are contractors selected by Applicant who may, subject to Applicant's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by NEVADA or persons acting on NEVADA's behalf. As used in this Agreement, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on Applicant's behalf or other contractors who may be selected by Applicant to perform work on Applicant's behalf without NEVADA's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by Applicant and NEVADA to perform one or more of the following tasks within a specified NEVADA construction district:

(a) Installation of those sections of Applicant's ducts or facilities which connect to NEVADA's conduit system as provided in Section 6.8(c);

(b) Installation of inner duct as provided in Section 10.2.2;

(c) Excavation work in connection with the removal of retired or inactive ("dead") cables as provided in Section 10.2.3; or

(d) Make-ready work as provided in Sections 10.4 and 10.5.

A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those NEVADA construction districts agreed to by both Parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one NEVADA construction district constitute approval of such authorized contractor for the area served by a different NEVADA construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all NEVADA construction districts in which the work is to be performed. If, by agreement of the Parties or commission order, Applicant has been approved as an authorized contractor, such approval shall be noted by an addendum to this Agreement.

3.7 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by NEVADA, maintenance ducts will not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by NEVADA will be deemed available for assignment.

3.8 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Agreement shall be construed as a grant of access to cables attached to NEVADA's poles or placed in NEVADA's ducts, conduits, or rights-of-way.

3.9 Competitive Local Exchange Carrier ("CLEC"). The terms "competitive local exchange provider" and "CLEC" refer only to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Agreement, these terms include NEVADA.

3.10 Conduit. The term "conduit" refers to all NEVADA conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by NEVADA, including the re-enterable manholes and handholes used to connect ducts and provide access to cables, wires, and other facilities within the ducts. As used in this Agreement, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include:

(a) Cables and other telecommunications equipment located within conduit structures; or

(b) Central office vaults, controlled environment vaults, or other NEVADA structures (such as huts and cabinets) which branch off from or are connected to NEVADA's conduit.

3.11 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other equipment within any part of NEVADA's conduit system.

3.12 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Agreement, the term "conduit system" refers only to conduit systems owned or controlled by NEVADA and does not include:

(a) Cables and other telecommunications equipment located within conduit structures; or

(b) Central office vaults, controlled environment vaults, or other NEVADA structures (such as huts and cabinets) which branch off from or are connected to NEVADA's conduit.

3.13 Construction District. The term "construction district" refers to NEVADA's organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.14 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.15 Duct. The term "duct" refers to all NEVADA ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a "duct" is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by NEVADA and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.16 Facilities. The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity.

3.17 FCC. The acronym "FCC" refers to the Federal Communications Commission.

3.18 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.19 Handhole. The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Agreement, the term "handhole" refers only to handholes which are part of NEVADA's conduit system and does not refer to handholes which provide access

to buried cables not housed within NEVADA ducts or conduits. As used in this Agreement, the term "handhole" refers only to handhole structures owned or controlled by NEVADA and does not include cables and other telecommunications equipment located within handhole structures.

3.20 Hazardous substances. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous substances" refers to any substance the presence, use, transport, abandonment or disposal of which:

(a) Requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Agreement; or

(b) Poses risk to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations.

For the purposes of this Agreement, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Agreement.

3.21 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Agreement has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the Parties.

3.22 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Agreement, the term "jacket" refers to the outermost sheath or jacket of a cable.

3.23 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with NEVADA permitting it to attach its facilities to NEVADA's poles or place its facilities in NEVADA's ducts, conduits, or rights-of-way.

3.24 CO4927-NEV Permit to Attach/Occupy . The term " Permit" refers to a written instrument confirming that NEVADA has granted the application of Applicant or a third party for access to pole, duct, conduit, or right-of-way space and that, based on Applicant's or such third party's representations (and NEVADA's field

inspection, if any), it appears that no further facilities modification, capacity expansion or make-ready work by NEVADA is required before facilities described in the application are installed in the space requested. The term "Permit" refers to permits issued by NEVADA pursuant to this Agreement and may, if the context requires, refer to a Permit issued by NEVADA before the date of this Agreement. The Parties' use of the term " Permit" in this Agreement shall not be construed as conferring authority or discretion on NEVADA's part to deny access to Applicant in any manner inconsistent with the requirements of the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders.

3.25 Maintenance duct. The term "maintenance duct" generally refers to one duct in a multiduct structure when only copper technology exists, one innerduct in a multiduct structure when only fiber technology exists, or in conduit structures where both fiber and copper technologies exist, one 4-inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for:

(a) Short-term emergency repairs as provided in Article 15 of this Agreement; and

(b) Short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Agreement.

No more than one full-sized duct within any given conduit section will be designated by NEVADA as the maintenance duct. In those locations where, on the effective date of this Agreement, there is not a full-sized duct available to be used as a maintenance duct, NEVADA will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from NEVADA's manhole to customer premises. Maintenance ducts will not be considered "available" (as defined in Section 3.7) for assignment to NEVADA, Applicant, or joint users for purposes other than short-term uses contemplated in this section; provided, however, that NEVADA may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in NEVADA's outside plant records. When only one usable

full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare NEVADA's poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Applicant's facilities. Make-ready work does not include the actual installation of Applicant's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), and rearranging, transferring, replacing, and removing existing facilities on a pole or in a conduit system where such work is required to accommodate Applicant's facilities (as contrasted with work performed on NEVADA's behalf in furtherance of NEVADA's own business needs or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of NEVADA's facilities (including, but not limited to, poles, ducts, conduits, handholes, and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole, or right-of-way usable for the initial placement of Applicant's facilities. As used in this Agreement, the term "make-ready work" also includes associated planning and engineering work required to confirm or determine the extent of make-ready work required and to plan make-ready projects.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of NEVADA's conduit system. As used in this Agreement, the term "manhole" refers only to manhole structures owned or controlled by NEVADA and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the presence of cables or other facilities on a pole, in a duct or conduit, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over an existing cable and strand.

3.30 Person acting on Applicant's behalf. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Applicant's behalf," "personnel performing work on Applicant's behalf," and similar terms specifically include, but are not limited to, Applicant, its officers, directors,

employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Applicant and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by Applicant to perform make-ready work shall be deemed to be a person acting on Applicant's behalf while performing such work at Applicant's request.

3.31 Person acting on NEVADA's behalf. The terms "person acting on NEVADA's behalf," "personnel performing work on NEVADA's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on NEVADA's behalf," "personnel performing work on NEVADA's behalf," and similar terms specifically include, but are not limited to, NEVADA, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by NEVADA and their respective officers, directors, employees, agents, and representatives. An authorized contractor selected by NEVADA to perform make-ready work shall be deemed to be a person acting on NEVADA's behalf while performing such work at NEVADA's request.

3.32 Pole. The term "pole" refers to all NEVADA poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to poles (and associated anchors) which are owned or controlled by NEVADA and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Agreement, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by NEVADA. The term "pole attachment" includes all such facilities attached to or supported by a NEVADA pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, Applicant's pole attachments occupying the same usable space (or otherwise associated with facilities

occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-Permit survey. The term "pre-permit survey" refers to work and activities performed or to be performed by NEVADA or by persons acting on NEVADA's behalf for the primary purpose of:

(a) Confirming or determining the existing availability and capacity of a pole, duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to Applicant's application;

(b) Confirming or determining the extent, if any, to which modifications to NEVADA's poles, ducts, conduits, or right-of-ways are required to accommodate Applicant's facilities;

(c) Confirming or determining what make-ready work, if any, will be required to prepare NEVADA's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(d) Estimating the costs, if any, that Applicant will be required to pay for any such facilities modification, capacity expansion, or make-ready work.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by Applicant or persons acting on Applicant's behalf for the primary purpose of enabling Applicant to determine:

(a) Whether NEVADA's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for Applicant's intended use;

(b) The extent, if any, to which modifications of NEVADA's poles, ducts, conduits, or rights-of-way will be proposed by Applicant to expand the capacity of NEVADA's poles, ducts, conduits, or rights-of-way to accommodate Applicant's facilities; and

(c) What other capacity expansion or make-ready work, if any, will be proposed by Applicant to prepare NEVADA's poles, ducts, conduits, and rights-of-way to accommodate Applicant's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by Applicant and NEVADA, respectively, to coordinate arrangements for Applicant's access to NEVADA's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. NEVADA's designated primary point of contact shall be the Structure Licensing Coordinator unless the Parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between Applicant and the Structure Licensing Coordinator.

3.38 Rights-of-way. The term "rights-of-way" refers to all NEVADA rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, rights-of-way are legal rights to pass over or through property of another party for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include but are not limited to:

(a) Public rights-of-way which NEVADA may occupy as permitted by law for the placement of its facilities (e.g., rights-of-way on, under, or over streets, highways, and other public roads); and

(b) Easements or servitudes granted by property owners or obtained through the exercise of eminent domain authority authorizing NEVADA to pass over, place facilities on, and have rights of ingress and egress to the property of such property owners.

Rights-of-way may also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by NEVADA's facilities. Except as the context otherwise requires, the term "rights-of-way" as used in this Agreement refers only to rights-of-way owned or controlled by NEVADA and does not include:

(a) Cables and other telecommunications equipment buried or located on such rights-of-way;

(b) Public rights of way (which are owned by and subject to the control of governmental entities); or

(c) Any space which is owned and controlled by a third-party property owner and occupied by NEVADA with permission from such owner rather than as a matter of legal right.

As used in this Agreement, the term "right-of-way" may also include certain fee-owned or leased property acquired by NEVADA for the specific purpose of

installing poles, ducts, or conduits or burying underground cables which are part of NEVADA's network distribution facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term "spinning" refers to a method of attaching a cable or inner duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

3.41 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Nevada.

3.42 State Commission. The term "State Commission" refers to the Public Utilities Commission of Nevada.

3.43 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.44 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms "third party" and "third parties" refer to persons and entities other than the Parties to this Agreement (that is, persons and entities other than Applicant and NEVADA).

3.46 Structure Licensing Coordinator ("SLC") The terms "Structure Licensing Coordinator" and "SLC" refer to the person or persons designated by NEVADA to be responsible for handling and processing requests for access to NEVADA's poles, ducts, conduits, and rights-of-way in this State. The term "SLC" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Agreement or in the Parties' interconnection agreement, if any, the SLC shall serve as Applicant's single point of contact for arranging access to NEVADA's poles, ducts, conduits, and rights-of-way and access to NEVADA's records relating to NEVADA's poles, ducts, conduits, and rights-of-way. The Structure Licensing Coordinator for this State is identified in APPENDIX VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, NEVADA's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Agreement.

3.48 "Vicinity of …". When used in terms such as "vicinity of NEVADA's conduit system," "vicinity of NEVADA's poles," "vicinity of NEVADA's rights-of-way," or "vicinity of NEVADA's poles, ducts, conduits, or rights-of-way," the term "vicinity of …" includes sites on, within, near to, surrounding, or adjoining NEVADA's poles, ducts, conduits, and rights-of-way. These sites include, but are not limited to, all sites within a distance of 10 feet of any NEVADA pole, duct, conduit, or right-of-way.

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.1 Scope of Agreement

This Agreement establishes the rates, terms, conditions, and procedures for access to NEVADA's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether such poles, ducts, conduits, or rights-of-way are located on public or private property; provided, however, that nothing contained in this Agreement shall be construed as a grant of access to any facilities which are not poles, ducts, conduits, or rights-of-way subject to the Pole Attachment Act or to any poles, ducts, conduits, rights-of-way, facilities, or property owned and controlled by parties other than NEVADA. Separate tariffs or agreements, including other portions of the Parties' interconnection agreement, and not this Agreement, shall govern Applicant's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Agreement:

(a) NEVADA's central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from NEVADA's central offices;

(b) Controlled environment vaults ("CEVs"), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;

(c) Ducts and conduits located within buildings owned by NEVADA; and

(d) Ducts, conduits, equipment rooms, and similar spaces located in space leased by NEVADA from third-party property owners for purposes other than to house cables and other equipment in active service as part of NEVADA's network distribution operations.

4.2 No Transfer of Property Rights to Applicant

Nothing contained in this Agreement or any permit subject to this Agreement shall create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Agreement and permits subject to this Agreement shall not create or vest (or be construed as creating or vesting) in either Party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of NEVADA's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in Applicant any right, title, or interest in or to any real or personal property owned by NEVADA, and the placement of Applicant's facilities on or in NEVADA's poles, ducts, conduits and rights-of-way shall not create or vest in NEVADA any right, title, or interest in such facilities.

4.3 No Effect on NEVADA's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way

Except as provided in subsections 4.3.1-4.3.4 of this section, nothing contained in this Agreement or any permit subject to this Agreement shall in any way affect NEVADA's right to abandon, convey, or transfer to any other person or entity NEVADA's interest in any of NEVADA's poles, ducts, conduits, or rights-of-way.

4.3.1 NEVADA shall give Applicant no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way:

(a) To or in which Applicant has attached or placed facilities pursuant to this Agreement; or

(b) With respect to which Applicant has been assigned pole attachment or conduit occupancy space.

The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4.3.2 NEVADA represents that prior to the effective date of this Agreement, and prior to enactment of the Telecommunications Act of 1996, NEVADA entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require NEVADA to transfer or convey poles to such electric utilities from time to time.

Nothing contained in this Agreement shall abridge the rights of NEVADA or any electric utility under any contract executed prior to the effective date of this Agreement. In the event of any transfer or conveyance of poles to an electric utility pursuant to such a joint pole agreement, NEVADA will, at Applicant's request, provide Applicant and the transferee utility with such information as may be necessary to minimize any burdens to Applicant which may arise out of or in connection with the transfer or conveyance.

4.3.3 Transfers of NEVADA's poles, ducts, conduits, and rights-of-way shall be subject to Applicant's rights at the time of transfer. Applicant shall, at the request of NEVADA or the transferee, provide NEVADA or the transferee with all information required to assess Applicant's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. Applicant shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, Applicant shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.

4.3.4 Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with NEVADA or to any entity which acquires or succeeds to ownership of substantially all of NEVADA's assets shall be subject to Applicant's rights under this Agreement and permit subject to this Agreement.

4.4 <u>No Effect on NEVADA's Rights to Manage its Poles, Ducts, Conduits, and Rights-of-Way</u>

Subject to Applicant's rights under this Agreement and applicable federal and state laws, rules, regulations, and commission orders, including, but not limited to, 47 C.F.R. §1.1403 (requiring 60 days' notice of contemplated modifications), NEVADA may:

(a) Locate, relocate, move, replace, modify, maintain, and remove all poles, ducts, conduits, and rights-of-way subject to this Agreement at any time and in any manner as NEVADA deems appropriate; and

(b) Enter into new agreements or arrangements with other persons or entities permitting them to attach facilities to NEVADA's poles or place facilities in or on NEVADA's ducts, conduits, or rights-of-way.

4.5 <u>No Right to Interfere</u>

Except to the extent expressly provided by the provisions of this Agreement, the provisions of this Agreement shall not be construed as authorizing either Party to

this Agreement, or persons acting on their behalf, to rearrange or interfere in any way with:

(a) The facilities of the other Party or joint users;

(b) The use of or access to such facilities by the other Party or joint users; or

(c) The ability of either Party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.

4.6 Required Franchises, Permits, Certificates, and Permits

This Agreement shall not be construed as relieving either Party from any obligations it may have to obtain legal authority to construct, operate, maintain, repair, and remove its facilities on public or private property (including but not limited to any required franchises, permits, certificates, easements, or the like) from all appropriate public authorities and private persons or entities.

4.7 DISCLAIMER OF WARRANTIES

NEVADA MAKES NO REPRESENTATIONS THAT NEVADA'S POLES, DUCTS, CONDUITS, OR RIGHTS-OF-WAY ARE SUITABLE FOR APPLICANT'S INTENDED USES. NEVADA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THIS AGREEMENT, NEVADA MAKES NO IMPLIED WARRANTIES OF ANY KIND.

4.8 Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.1 Public Rights-of-Way

NEVADA and Applicant agree that neither Party has the right to restrict or interfere with the other Party's lawful access to and use of public rights-of-way, including public rights-of-way which pass over property owned by either Party. Except as otherwise specifically provided in this Agreement, NEVADA and Applicant shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body.

5.2 Private Rights-of-Way Not Owned or Controlled by Either Party

NEVADA and Applicant agree that neither Party shall restrict or interfere with the other Party's access to or right to occupy property owned by third-parties which is not subject to the other Party's control, including property as to which either Party has access subject to non-exclusive rights-of-way. Subject to the procedures set forth in Section 5.4 below, each Party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

5.3 Access to Rights-of-Way Generally

Each pole attachment and conduit occupancy assignment or permit made, issued, or subject to this Agreement shall include access to and use of all associated rights-of-way including, but not limited to, rights-of-way required by Applicant for ingress, egress, or other access to any sites where NEVADA's poles or any part of NEVADA's conduit system are located, but only to the extent, if any, that NEVADA has the legal authority to grant such access and use. At locations where NEVADA has access to third-party property pursuant to non-exclusive rights-of-way, NEVADA shall not interfere with Applicant's negotiations with third-party property owners for similar access or with Applicant's access to such property pursuant to easements or other rights-of-ways obtained by Applicant from the property owner; provided, however, that neither Party shall conduct activities on such right-of-way which interfere with the facilities of the other Party or with the other Party's access to and use of its own facilities. At locations where NEVADA has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, NEVADA shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits NEVADA to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a permit, sublicense, sub-easement, or other mutually acceptable writing. Except as otherwise agreed to by the Parties, NEVADA's charges for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by NEVADA to obtain the right-of-way; plus

(b) Any other documented legal, administrative, and engineering costs incurred by NEVADA in obtaining the right-of-way and processing Applicant's request for access.

Applicant's pro rata portion of the charge paid by NEVADA shall be negotiated on a case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

5.4 Special Procedures for Obtaining Access to Third-party Property

Although NEVADA will afford access to rights-of-way owned or controlled by it and permit Applicant to utilize NEVADA's rights-of-way to the extent that NEVADA has legal authority to do so, Applicant acknowledges that NEVADA may not own or control certain rights-of-way to the extent necessary to permit Applicant full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party property in those situations in which NEVADA does not have authority to permit Applicant access or either Party has a good faith belief that NEVADA does not have such authority:

(a) Applicant will first attempt to obtain right-of-way directly from the property owner.

(b) Applicant has the right of eminent domain under state law, Applicant will independently attempt to obtain the right-of-way it seeks through the exercise of that right.

5.5 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures

NEVADA will provide Applicant nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.3 and 5.4 above, to rights-of-way containing Controlled Environment Vaults ("CEVs"), huts, cabinets, and other similar structures. NEVADA will place no restrictions on access to such rights-of-way that are more restrictive than those NEVADA places on itself; provided, however, that neither Party shall conduct activities on such rights-of-way which interfere with the facilities of the other Party, with the privacy of communications carried over the other Party's network, or with the other Party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting Applicant access to such structures.

5.6 Access to Building Entrance Facilities, Building Distribution Facilities, and Equipment Rooms

The Parties acknowledge that ownership and control of building entrance and distribution ducts, building entrance and distribution conduits, building entrance and building distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar spaces will vary from location to location and that the respective rights of third-party property owners, tenants in buildings owned by third-party property owners, telecommunications carriers, cable television systems, and other providers of telecommunications services with respect to such ducts, conduits, and spaces must be determined on a case-by-case basis. Each Party shall, when feasible, directly obtain from third-party property owners such access to building entrance and building distribution ducts, building entrance and building distribution conduits, building entrance and distribution space, equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and other similar areas as may be needed by such Party to serve the building owner and tenants located within buildings owned by third parties or to access other space in the building occupied or to be occupied by such Party. In those situations in which Applicant cannot obtain from the building owner access on terms satisfactory to Applicant, Applicant may request access from NEVADA as provided in Sections 5.3-5.4 of this Agreement; provided, however, that a separate, building-specific notice of intent to occupy under Section 8.2.2 or permit application under Section 9.2, including such additional information as may be necessary to identify the space to be occupied and the facilities to be placed in such space, shall be required for access to the facilities and space subject to this section. Any such notice or application shall conspicuously note on its face that access to building entrance or building distribution facilities or space is being sought. Applicant acknowledges that NEVADA must, before providing access to building space and facilities located on or within third-party property, review applicable legal documents and physical arrangements relating to the property, including physical arrangements within the building. Upon completion of that review, NEVADA will notify Applicant whether Applicant's request can be granted under this Agreement, will require access arrangements under a tariff or other applicable agreement, or will require other special handling (e.g., direct negotiations with the third-party property owner). Pending such notice, Applicant may not occupy any duct, conduit, or space subject to this section pursuant to Section 8.3 without NEVADA's express written consent but may exercise occupancy rights obtained directly from the building owner. If NEVADA has lawful authority to provide such access and is required by the Pole Attachment Act to do so, NEVADA shall provide Applicant access under this Agreement. Such access shall be negotiated on a case-by-case basis taking into account any special legal, technical, security, or construction considerations applicable to the ducts, conduits, or space which Applicant seeks to access. Such access, when provided, shall only include access to ducts, conduits, and available space (as distinguished from access to cables and other

equipment not subject to the Pole Attachment Act). Such access shall be subject to such reasonable terms and conditions as may be appropriate to protect the equipment and other property of the Parties and third parties, the reliability of the Parties' networks and the networks of third parties, and the privacy of communications carried over the Parties' networks and networks of third parties.

5.6.1 Applicant's access, if any, to building entrance ducts and building entrance conduits entering NEVADA-owned buildings (including but not limited to central offices) and access, if any, to other building entrance and building distribution facilities and space located within such buildings shall be arranged under and shall be subject to tariffs, agreements, and, if applicable, commission or court orders establishing such access rights rather than this Agreement.

5.6.2 Applicant's access to and use of building entrance ducts, building entrance conduits, building entrance space, and other building entrance facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If NEVADA owns a building entrance duct, building entrance conduit, or other building entrance space, or if NEVADA has sufficient control over a building entrance duct, building entrance conduit, or other building entrance space to permit other telecommunications carriers or cable television systems to have access to such ducts, conduits, or space without approval or consent from the third-party property owner, NEVADA shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building entrance ducts, building entrance conduits, or other building entrance space. Such access shall be granted, on a case-by-case basis, in the form of a permit, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use NEVADA's cables or other NEVADA telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the Parties, NEVADA's charge for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of all charges (including but not limited to one-time charges and recurring charges), if any, paid by NEVADA to

obtain the building entrance duct, building entrance conduit, or building entrance space; and

(b) Any other documented legal, administrative, engineering and construction costs incurred by NEVADA to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use.

NEVADA's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

5.6.3 Applicant's access to and use of building distribution ducts, building distribution conduits, building distribution space, and other building distribution facilities owned and controlled by third-parties shall be obtained by Applicant through direct negotiations between Applicant and the third-party property owners who own and control access to such facilities. If NEVADA owns a building distribution duct, building distribution conduit, or other building distribution space, or if NEVADA has sufficient control over a building distribution duct, building distribution conduit, or other building distribution space to permit other telecommunications carriers or cable television systems to have access to such duct, conduit, or space without approval or consent from the third-party property owner, NEVADA shall, if adequate capacity is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and other telecommunications carriers and cable television systems on a nondiscriminatory, first-come, first-served basis; provided, however, that Applicant agrees to indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim or liability arising out of or in connection with Applicant's access to or use of such building distribution ducts, building distribution conduits, or other building distribution space. Such access shall be granted, on a case-by-case basis, in the form of a permit, easement, sub-easement, or other mutually acceptable writing and shall not include access to or the right to use NEVADA's cables or other NEVADA telecommunications equipment occupying such ducts, conduits, or space. Except as otherwise agreed to by the Parties, NEVADA's charges for such access (obtained from NEVADA rather than from the third-party property owner) shall include:

(a) A pro rata portion of all charges (including but not limited to one-time charges and recurring charges) paid by NEVADA to obtain the building distribution duct, building distribution conduit, or building distribution space; and

(b) Any other documented legal, administrative, engineering costs and construction costs incurred by NEVADA to obtain such duct, conduit, or space, process Applicant's request for access, or prepare the facilities for Applicant's occupancy or use.

NEVADA's charges to Applicant under this subsection shall be calculated and negotiated on a case-by-case basis.

5.6.4 Access to equipment rooms, equipment closets, mechanical rooms, telephone communications rooms, and similar areas located in buildings owned and controlled by third-parties shall be subject to access as provided in Section 5.6.3; provided, however, that when any such room or space is leased to NEVADA on an exclusive basis (as may be the case if the room or space will be used to house remote switching equipment, pair gain equipment, or other network equipment used to provide or support telecommunications services to customers at locations outside the building in which such room is located), access, if any, shall be also subject to facilities collocation tariffs, agreements, or arrangements.

5.6.5 Nothing contained in this section shall be construed as authorizing Applicant to occupy space owned or controlled by third parties or to utilize third-party facilities or property without permission or authority from the owner of such property, where such permission or authority is required. Neither this section nor any permit or permission granted under or subject to this section shall be construed as a representation by NEVADA to Applicant that Applicant has the right to have access to or occupy any duct, conduit, or space owned and controlled by a third-party property owner or to utilize any telecommunications equipment owned or controlled by NEVADA or any third party (including but not limited to owner- or tenant-owned cables, wires, and equipment located on the customer side of any network interface device).

5.6.6 If Applicant has been granted access to a building entrance or building distribution duct, conduit, or space pursuant to this section, Applicant shall, at NEVADA's request, relinquish such access to NEVADA if it is subsequently determined that Applicant's use of such space will preclude NEVADA from meeting carrier- or provider-of-last-resort obligations to customers on the premises affected.

ARTICLE 6: SPECIFICATIONS

6.1 Compliance with Requirements, Specifications, and Standards

Applicant agrees that Applicant's facilities attached to NEVADA's poles or occupying space in NEVADA's ducts, conduits, and rights-of-way shall be

attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Agreement.

6.2 Design to Minimize the Need for Access to NEVADA's Poles, Ducts, and Conduits

The Parties shall each design their facilities to minimize the need for the Parties to access NEVADA's poles, ducts, and conduits.

6.3 Infrequent Construction Techniques and Connectivity Solutions

Unless precluded by documented engineering criteria or written guidelines NEVADA applied to itself as of January 1, 1996, and consistent with considerations of safety, reliability, and sound engineering practice, NEVADA will permit Applicant at its own expense to utilize the following techniques to avoid high or unusual expenditures:

(a) Placement of pole attachments on both the "field" side and "road" side of a pole;

(b) Placement of extension arms or stand-off brackets on poles; and P

(c) Building conduit branches into NEVADA's conduit systems.

Applicant acknowledges that use of the above techniques will be rare, will be permitted only on a case-by-case basis, and must be performed in a manner which does not jeopardize the structural integrity of NEVADA's facilities, the safety of personnel working on or in NEVADA's poles, ducts, or conduits, and does not render unusable other available space on the pole or in the duct or conduit. Except as otherwise agreed to by the Parties in writing, extension arms or stand-off brackets, if utilized, shall be installed as make-ready work in accordance with NEVADA's specifications and at Applicant's expense. Once installed, extension arms and stand-off brackets shall become part of the pole and shall be owned by NEVADA. Unused capacity on any such extension arms or stand-off brackets shall be deemed "available" (as defined in Section 3.7) for assignment.

6.4 Published Standards

NEVADA and Applicant agree that the following standards equally apply to either Party with respect to facilities attached to or placed in NEVADA's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

(a) Manual of Construction Procedures,

(b) The National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) The National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.5 Additional Electrical Design Specifications: Conduit

The Parties agree that, in addition to the specifications and requirements referred to in Sections 6.1-6.4 above, facilities placed in NEVADA's conduit system after the effective date of this Agreement shall meet the electrical design specifications set forth in this section.

6.5.1 No facilities shall be placed in NEVADA's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither Party shall place any facility in NEVADA's conduit system which causes or may cause electrical interference with the facilities of the other Party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either Party or a joint user. If either Party is notified by the other Party or a joint

user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the Party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining Party or joint user to resolve the issue.

6.5.2 Facilities placed in NEVADA's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

6.5.3 Facilities placed in NEVADA's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

6.5.4 No coaxial cable shall be placed in NEVADA's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

6.5.5 Coaxial cable placed in NEVADA's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

6.5.6 The integrity of NEVADA's conduit system and overall safety of personnel require that "dielectric cable" be used within NEVADA's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmission facilities such as the facilities of a power utility.

6.6 Additional Physical Design Specifications: Conduit

Facilities placed in NEVADA's conduit system following the effective date of this Agreement shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Agreement or permit subject to this Agreement, Applicant's facilities shall enter NEVADA's conduit system at locations consistent with the physical design specifications that NEVADA applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the Parties in accordance with Section 6.3 (infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in NEVADA's conduit or ducts.

(c) Neither Party shall circumvent the corrosion mitigation measures of the other Party or joint users.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.7 Efficient Use of Conduit

To ensure efficient use of conduits, NEVADA will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically two or three inner ducts in a full four-inch duct) as needed for NEVADA's own business purposes and to accommodate Applicant and other joint users; provided, however, that NEVADA will not be required to install inner duct in advance of need or in anticipation of potential future requests for access by Applicant and other joint users. In addition, the Parties shall, in accordance with NEVADA's duct selection standards, install cables in inner duct when cable diameters permit.

6.8 Specifications Applicable to Connections: Conduit

Except as otherwise specifically agreed in this Agreement or permits subject to this Agreement, or as mutually agreed upon by the Parties in writing, the following specifications apply to connections of Applicant's ducts and conduits to NEVADA's conduit system:

(a) Applicant shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of NEVADA's conduit system except as provided in this Agreement, in permits subject to this Agreement, or as mutually agreed upon by the Parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding Applicant or qualified personnel acting on Applicant's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placement and splicing of Applicant's cable.

(c) Where Applicant's duct or facility physically connects with NEVADA's conduit system, the section of Applicant's duct or facility which connects to NEVADA's conduit system shall be installed by NEVADA or its contractor at Applicant's expense (which will be NEVADA's actual costs or the price charged NEVADA by the contractor performing such work).

NEVADA will perform this work in an interval consistent with the intervals NEVADA performs the same or similar types of work for itself. If NEVADA's interval for beginning or completing this work does not meet Applicant's needs, Applicant may arrange for the work to be performed by an authorized contractor selected by Applicant from a list, jointly developed by Applicant and NEVADA, of mutually agreed contractors qualified to perform such work. Work performed by an authorized contractor selected by Applicant to perform work under this subsection shall be performed in accordance with both Parties' specifications and in accordance with both Parties' standards and practices. Each Party shall indemnify, on request defend, and hold the other Party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying Party or by persons acting on the indemnifying Party's behalf under this subsection.

(d) NEVADA will have the option to monitor the entrance and exit of Applicant's facilities into NEVADA's conduit system and the physical placement of Applicant's facilities in and removal of such facilities from any part of NEVADA's conduit system. Notice requirements for such monitoring are addressed in Section 6.11 of this Agreement.

(e) If Applicant constructs or utilizes a duct (other than a duct owned or controlled by NEVADA) which is connected to NEVADA's conduit system, the duct and all connections between that duct and NEVADA's conduit system shall be sealed to prevent the entry of gases or liquids into NEVADA's conduit system. If Applicant's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids into NEVADA's conduit system.

6.9 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety

Except as otherwise specifically provided in this Agreement, Applicant shall be responsible for selecting the employees and contractors who will perform work on Applicant's behalf on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Applicant, its contractors, subcontractors, and other vendors acting on Applicant's behalf shall also be responsible for selecting the personnel who perform work on Applicant's behalf at such sites, directing the work performed by such personnel, compensating their respective employees, and complying with all applicable laws, rules, regulations, and agency orders relating to withholding taxes, social security taxes, and other employment-related taxes. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of NEVADA, Applicant and joint users, to protect the

health and safety of persons working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, to assure the financial responsibility of all persons and entities performing work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, and to protect the public at large. The requirements of this section (other than the provisions of Section 6.9.8) shall be reciprocal and shall apply to NEVADA and personnel acting on NEVADA's behalf to the same extent they apply to Applicant.

6.9.1 Contractors, subcontractors, and other vendors, including authorized contractors, performing work on Applicant's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way shall meet the same financial responsibility (insurance and bonding) requirements generally applicable to contractors, subcontractors, and vendors performing work on NEVADA's behalf on, within, or in the vicinity of such poles, ducts, conduits, or rights-of-way. NEVADA shall advise Applicant of NEVADA's requirements and any changes in such requirements. Applicant shall be solely responsible for assuring compliance with such requirements by contractors, subcontractors, and other vendors acting on Applicant's behalf and shall be liable to NEVADA for any injury, loss, or damage suffered by NEVADA as a result of its failure to do so.

6.9.2 Only properly trained persons shall work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Applicant shall be responsible for determining that all such persons acting on Applicant's behalf have proper training.

6.9.3 Neither Applicant nor any person acting on Applicant's behalf shall permit any person to climb or work on NEVADA's poles or in the vicinity of NEVADA's poles, or enter NEVADA's manholes or work within or in the vicinity of NEVADA's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

6.9.4 Neither Applicant nor any person acting on Applicant's behalf shall permit any person acting on Applicant's behalf to perform any work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of NEVADA's conduit system) are sufficiently safe for the work to be performed. If Applicant or any person acting on Applicant's behalf determines that the condition of any pole, duct, conduit, conduit system, or right-of-way is not

safe enough for the work to be performed, Applicant shall notify NEVADA of conditions at the site and shall not proceed with the work until Applicant is satisfied that the work can be safely performed.

6.9.5 Neither Applicant nor any person acting on Applicant's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

6.9.6 When Applicant or personnel performing work on Applicant's behalf are working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, such personnel shall follow procedures which Applicant deems appropriate for the protection of persons and property. Applicant and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Applicant and its contractors shall provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. Applicant and its contractors shall have sole responsibility for the safety of all personnel performing work on Applicant's behalf, for the safety of bystanders, and for insuring that all operations performed by persons acting on Applicant's behalf conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

6.9.7 Neither Applicant nor any persons acting on Applicant's behalf shall engage in any conduct which damages public or private property in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, interferes with the use or enjoyment of such public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of Applicant's facilities, failure to remove such facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to exclude others from the premises or give notice to others of unsafe conditions on the premises while work performed on Applicant's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

6.9.8 Applicant shall promptly suspend activities on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way (other than sites owned or controlled by Applicant) if notified by NEVADA that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). Applicant shall not

resume such activities on or in the vicinity of NEVADA's poles or rights-of-way until Applicant is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of NEVADA's conduit system until both Applicant and NEVADA are satisfied that the work may safely proceed and that hazardous conditions at the site have been rectified. In the event that NEVADA requires Applicant to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, NEVADA shall reimburse Applicant for actual costs resulting from the delay.

6.9.9 All personnel acting on Applicant's behalf shall, while working on or in NEVADA's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any NEVADA employee or representative, produce such identification.

6.9.10 Applicant and persons acting on Applicant's behalf are encouraged to report unsafe conditions on, within, or in the vicinity of NEVADA's poles or conduit system to NEVADA.

6.9.11 Applicant shall establish sufficient controls and safeguards to assure compliance with all provisions of this section.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of NEVADA's Conduit Systems

When Applicant, its contractors, and other persons acting on Applicant's behalf perform work for Applicant within or in the vicinity of NEVADA's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the Parties in writing, Applicant shall not "rod" or clear any duct or inner duct in NEVADA's conduit system other than a duct or inner duct assigned to Applicant. Following the assignment of a specific duct or inner duct to Applicant, Applicant may request that NEVADA rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, NEVADA will assign the next available duct or inner duct to Applicant. Applicant's request for assignment of the next available duct shall be in writing, may be transmitted to NEVADA via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by NEVADA's own personnel.

(b) Personnel performing work within NEVADA's conduit system on either Party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of NEVADA's conduit system.

(c) Personnel performing work within or in the vicinity of NEVADA's conduit system (including any manhole) on either Party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of Applicant's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by NEVADA and applicable to NEVADA's own facilities.

(e) Applicant's facilities shall be plainly identified with Applicant's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by NEVADA for its own facilities.

(f) Manhole pumping and purging required in order to allow Applicant's work operations to proceed shall be performed by Applicant or its contractor in accordance with the requirements of Sections 6.14 and 6.15 of this Agreement.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by Applicant or personnel performing work on Applicant's behalf within or in the vicinity of NEVADA's conduit system shall be of a type approved by NEVADA and included on NEVADA's then-current list of approved types of leak-detection liquids and devices; provided, however, that Applicant may use any type of leak detection liquid or device which meets Bellcore's published standards if NEVADA has not provided Applicant NEVADA's list of approved types of leak detection liquids or devices at least 60 days in advance of Applicant's work.

(i) Applicant and its contractors shall be responsible for providing proper ventilation while work is being performed in NEVADA's conduit system on Applicant's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by Applicant, will be provided by Applicant. Only explosion-proof lighting fixtures shall be used.

(l) Neither Applicant nor personnel performing work on Applicant's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in NEVADA's conduit system (including any manhole) during work operations performed within or in the vicinity of NEVADA's conduit system.

(m) Applicant shall comply with the standards set by NEVADA for its own personnel restricting the use of spark producing tools, equipment, and devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes and other portions of NEVADA's conduit system, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the construction, installation, or placement of Applicant's facilities within NEVADA's conduit system.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by NEVADA and included on NEVADA's then-current list of approved types of cable lubricants; provided, however, that Applicant may use any type of cable lubricant which meets Bellcore's published standards if NEVADA has not provided Applicant NEVADA's list of approved types of cable lubricants at least 60 days in advance of Applicant's work.

6.11 Opening of Manholes and Access to Conduit

The following requirements apply to the opening of NEVADA's manholes and access to NEVADA's conduit system.

6.11.1 Applicant will notify NEVADA not less than 48 hours in advance before entering NEVADA's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the Parties. The notice shall state the general nature of the work to be performed. As a courtesy, Applicant shall, when feasible, provide NEVADA with 10 working days advance notice before entering NEVADA's conduit system. NEVADA shall, within 10 working days after the effective date of this Agreement, advise Applicant of the manner in which notices required by this section shall be given.

6.11.2 An authorized employee or representative of NEVADA may be present as a construction inspector at any time when Applicant or personnel acting on Applicant's behalf enter or perform work within NEVADA's conduit system. Such inspectors may inspect the performance and quality of the work and monitor the work for compliance with the terms, conditions, and specifications of this Agreement or, in the case of facilities modification, capacity expansion or make-ready work, the plans and specifications of the facilities modification, capacity expansion, or make-ready project. When NEVADA inspectors are present, Applicant and its contractors shall have sole authority, responsibility, and control over the method or manner by which the work is to be performed. NEVADA's inspectors may call violations to Applicant's attention but shall have no authority to direct or advise Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed; provided, however, that nothing contained in this subsection shall relieve Applicant from complying with any requirements of this Agreement.

6.11.3 The Parties contemplate that Applicant may need to perform operations in NEVADA's conduit system other than during normal business hours and may on occasion require access to manholes on shorter notice than contemplated in Section 6.11.1 above. Under these circumstances, Applicant shall notify NEVADA as soon as is reasonably possible of its intent to enter and perform work in the conduit system and NEVADA shall not, without due cause and justification, insist on literal compliance with scheduling requirements of Section 6.11.1). NEVADA will establish procedures enabling NEVADA to receive notices from Applicant under this subsection 24 hours a day, seven days a week.

6.11.4 Each Party must obtain any necessary authorization from appropriate authorities to open manholes for such Party's own conduit work and operations therein.

6.11.5 Applicant shall reimburse NEVADA for costs associated with the presence of construction inspectors only as specified in APPENDIX I and only as permitted by applicable laws, rules, regulations, and commission orders. NEVADA shall not charge Applicant for more than one such construction inspector per site at any given time.

6.11.6 If the presence of NEVADA personnel at the site is requested by Applicant or, in Applicant's opinion, is integral to successful completion of the work, Applicant shall pay the costs of having such personnel present.

6.12 OSHA Compliance

The Parties agree that:

(a) Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

(b) All persons acting on such party's behalf shall, when working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, comply with OSHA and all rules and regulations thereunder; and

(c) Applicant shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.13 Hazardous Substances

Applicant acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Agreement) may enter NEVADA's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where NEVADA's poles, ducts, conduits, or rights-of-way are located.

6.13.1 Applicant may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to Applicant as Applicant may deem necessary to determine the presence at such sites of hazardous substances. NEVADA will assist Applicant, at Applicant's request and expense, in the performance of such inspections and tests.

6.13.2 NEVADA makes no representations to Applicant or personnel performing work on Applicant's behalf that NEVADA's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of NEVADA's conduit system or any other site subject to access under this Agreement, Applicant or personnel acting on Applicant's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.

6.13.3 Each Party shall promptly notify the other of hazardous substances known by such Party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to Applicant pursuant

to this Agreement if, in the sole judgment of such Party, such hazardous substances create a serious danger to:

(a) The health or safety of personnel working within or in the vicinity of the conduit; or

(b) The physical condition of the other Party's facilities placed or to be placed within the conduit.

6.13.4 Nothing contained in this Agreement (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either Party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such Party's failure to comply with such laws. Nothing contained in this Agreement shall be construed as relieving NEVADA of liability for hazardous substances present at any site subject to this Agreement or as relieving either Party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.

6.14 Compliance with Environmental Laws and Regulations

Applicant and NEVADA agree to comply with the following provisions relating to compliance with environmental laws and regulations.

6.14.1 Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way following the effective date of this Agreement shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws.

6.14.2 All persons acting on Applicant's or NEVADA's behalf, including but not limited to the Parties' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. Applicant and personnel acting on Applicant's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629),

the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

6.14.3 The Parties shall each establish appropriate procedures and controls to assure compliance with all requirements of this section.

6.14.4 From and after the effective date of this Agreement, neither Party nor personnel acting on either Party's behalf shall discharge or release hazardous substances onto or from the site of any NEVADA pole, duct, conduit, or right-of-way. Neither Applicant nor NEVADA nor personnel acting on either Party's behalf shall discharge water or any other substance from any NEVADA manhole or other conduit facility onto public or private property, including but not limited to any storm water drainage system, without first determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Applicant will be expected to test such water or substance for hazardous substances in accordance with then-applicable NEVADA standards and practices.

6.14.5 Applicant and NEVADA and all personnel performing work on Applicant's or NEVADA's behalf shall, when working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way, comply with such additional standards, practices, and requirements as NEVADA may from time to time adopt to comply with environmental laws, provided that such standards are communicated in writing to Applicant at least 60 days in advance of Applicant's work.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards)

Facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, or the like). Applicant and NEVADA shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Differences in Specifications

To the extent that there may be differences in the specifications, the most stringent specification will apply except as otherwise specifically provided by NEVADA in writing. Applicant will consult with NEVADA when Applicant is uncertain as to which specification is to be followed.

6.17 Responsibility for the Condition of Facilities

Each Party will be responsible at all times for the condition of its facilities (including but not limited to those extending from NEVADA's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS

7.1 Designation of Primary Points of Contact

Each Party will, at the request of the other Party, designate a primary point of contact to facilitate communications between the Parties and the timely processing of Applicant's applications for access to NEVADA's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, NEVADA's primary point of contact shall be the Structure Licensing Coordinator identified in APPENDIX VIII. Designation of primary points of contact pursuant to this section will not affect notice requirements or other legal requirements set forth in other provisions of this Agreement.

7.2 Determinations by Applicant of Suitability and Availability

Applicant shall make its own, independent assessment of the suitability of NEVADA's poles, ducts, conduits, and rights-of-way for Applicant's intended purposes.

7.3 Access to Records Relating to NEVADA's Poles, Ducts, Conduits, and Rights-of-Way

This section establishes procedures through which certain records and information relating to NEVADA's poles, ducts, conduits, and rights-of-way will be made available to Applicant for planning and other purposes. Access to such records and information will be conditioned on Applicant's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement attached to this Agreement as APPENDIX V or such other nondisclosure agreement as shall be mutually acceptable to the Parties, and no person acting on Applicant's behalf will be granted access to such records and information without first signing such a nondisclosure agreement. Applicant will reimburse NEVADA for all reasonable costs incurred by NEVADA in granting Applicant's requests for access to records and information under this section.

7.3.1 Applicant may, at any time after the effective date of this Agreement, request permission to inspect NEVADA's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space. Applicant will be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the Parties. Access to such maps and records will be by appointment only, and NEVADA will make such maps and records available for inspection by Applicant on two business days advance notice; provided, however, that Applicant will, as a courtesy, when feasible, provide NEVADA with 10 business days advance notice of its intent to examine such records.

7.3.2 The access described in Section 7.3.1 shall include the right to make copies, at Applicant's expense, except for cable plat maps, which shall be made available for inspection only. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to other cable-specific or customer-specific information, Applicant's copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes (e.g., proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Applicant's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of NEVADA's poles, ducts, conduits, and rights-of-way for Applicant's intended uses.

7.3.3 NEVADA will provide Applicant the best information available from NEVADA's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. NEVADA represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(a) The exact location of the facilities depicted;

(b) The physical size, characteristics, or condition of the facilities depicted;

(c) The ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(d) The arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of NEVADA's conduit system; and

(e) Other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of Applicant's facilities or that the poles, ducts, or conduits depicted are suitable for Applicant's intended use.

7.4 Pre-occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way

Applicant shall be permitted to view and inspect specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis as provided in this section.

7.4.1 After the effective date of this Agreement, Applicant may view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude Applicant from visually inspecting NEVADA's poles, ducts, conduits, or rights-of-way from any vantagepoint lawfully accessible to Applicant without NEVADA's permission.

7.4.2 Applicant shall not enter any NEVADA manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Agreement, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.1 Selection of Space

Applicant will select the space Applicant will occupy on NEVADA's poles or in NEVADA's conduit systems. Applicant's selections will be based on the same criteria NEVADA applies to itself. To enable Applicant to make such selections in accordance with NEVADA's criteria, NEVADA will provide Applicant information about the network guidelines and engineering protocols used by NEVADA in determining the placement of facilities on NEVADA's poles and in NEVADA's conduit systems. In conduit systems owned or controlled by NEVADA, maintenance ducts (as defined in Section 3.25) shall not be considered available for Applicant's use except as specifically provided elsewhere in this Agreement. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by

NEVADA, Applicant, and third parties entitled to access under the Pole Attachment Act.

8.2 Pole, Duct, and Conduit Space Assignments

Pole, duct, and conduit space selected by Applicant will be assigned to Applicant as provided in this section. Information received by NEVADA in connection with this section shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information").

8.2.1 After Applicant's application for a pole attachment or conduit occupancy permit has been received by NEVADA, the pole, duct, and conduit space selected by Applicant in such application will be assigned to Applicant for a pre-occupancy period not to exceed 12 months. The assignment (and date and time of assignment) will be logged and recorded in the appropriate NEVADA records. If such space has been provisionally assigned to Applicant as authorized below in Section 8.2.2, the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in NEVADA's records or the date of NEVADA's receipt of Applicant's notice of intent to occupy under Section 8.2.2, whichever date first occurs.

8.2.2 NEVADA shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to Applicant and other applicants prior to the submission of formal applications required pursuant to Section 9.2 of this Agreement. Where indicated below, the interim procedures will apply to the assignment of space to NEVADA as well as to Applicant and other applicants. NEVADA may, on 60 days advance notice to Applicant, revise such interim procedures if such procedures prove to be unworkable, in which event Applicant may challenge NEVADA's decision in accordance with procedures available to Applicant under applicable federal and state laws and regulations. The procedures will enable Applicant and other applicants, by written notice, to advise NEVADA of their intent to occupy unassigned space which appears, from NEVADA's records, to be available for assignment. Upon receipt of such notice, NEVADA shall date-and-time stamp the notice and provisionally assign the space selected by Applicant or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate NEVADA records, which records will be available for inspection as provided in Section 7.3 of this Agreement. Space provisionally assigned to Applicant or such other applicant will not be available for assignment to any other person or entity, including NEVADA. Notwithstanding such provisional assignment, Applicant shall

not occupy such space without first obtaining a permit, except as provided in Section 8.3. The following additional requirements shall apply.

8.2.2.1 Before giving NEVADA notice of its intent to occupy unassigned space, Applicant shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either Party for the purpose of holding or reserving space which such Party does not plan to use or for the purpose of precluding NEVADA or any other person or entity from utilizing or having access to NEVADA's poles, ducts, conduits, or rights-of-way.

8.2.2.2 With respect to unassigned conduit occupancy space, the notice must include all information required to enable NEVADA and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(a) The specific conduit sections, and each manhole, to be occupied;

(b) The number of ducts, and number of inner ducts, to be occupied by Applicant within each conduit section;

(c) The physical size ("diameter") of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(d) The anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.3 to avoid high or unusual expenditures;

(e) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice;

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8.3 of this Agreement; and

(g) If applicable, a conspicuous statement, as required by Section 5.6 of this Agreement, that the notice pertains to a building entrance or building distribution duct or conduit or other space within a building.

8.2.2.3 With respect to unassigned pole space, such notice must include all information required to enable NEVADA and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which Applicant desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(a) The specific poles to be occupied;

(b) The specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(c) The anticipated number and types of cables to be attached, together with the anticipated physical size ("diameter") and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to NEVADA and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to Applicant;

(d) The anticipated use by Applicant of any infrequent construction techniques and connectivity solutions authorized under Section 6.3 to avoid high or unusual expenditures;

(e) Applicant's best estimates of the dates when Applicant plans to begin and complete construction at the sites specified in the notice; and

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8.3 of this Agreement.

8.2.2.4 No later than 30 days after giving such notice, Applicant shall file an application under Section 9.2 or the provisional assignment will lapse.

8.2.2.5 As stated in Section 7.3.3, NEVADA does not represent that its records accurately reflect the information necessary to enable Applicant to rely upon a records-based assignment process. NEVADA shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available.

8.2.3 Assignments made prior to the issuance of a permit will be provisional assignments and will be subject to modification if it is subsequently determined that the space selected by or assigned to Applicant is already occupied or that a different assignment is required to comply with NEVADA's standards for assigning pole, duct, and conduit occupancy space.

8.2.4 Applicant's obligation to pay semiannual pole attachment or conduit occupancy fees will commence from the date of assignment or provisional assignment, as logged and recorded in the appropriate NEVADA records.

8.2.5 During the 12-month assignment period following the date space is assigned to Applicant and entered into the appropriate NEVADA record, NEVADA shall not occupy or use such space without Applicant's permission, shall not assign such space to any party other than Applicant, and shall not knowingly permit any party other than Applicant to occupy or use such space without Applicant's permission except as otherwise specifically provided in this Agreement. The assignment to Applicant will automatically lapse 12 months after the date the assignment has been entered into the appropriate NEVADA record if Applicant has not occupied such assigned space within such 12-month period; provided, however, that if Applicant's failure to occupy the space within such 12-month period results from NEVADA's failure to perform make-ready work on schedule, the Parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of NEVADA's make-ready work; and, provided further, that if Applicant can demonstrate that its failure to occupy the space within such 12-month period results from the actions of NEVADA or third parties other than persons acting on Applicant's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date Applicant is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to Applicant under this subsection. Extensions permitted under this

subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate NEVADA records available for inspection under Section 7.3.

8.2.6 NEVADA may assign space to itself by making appropriate entries in the same records used to log assignments to Applicant and third parties. If NEVADA assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate NEVADA record if NEVADA has not occupied such assigned space within such 12-month period; provided, however, that if NEVADA's failure to occupy the space within such 12-month period results from the actions of Applicant or third parties other than persons acting on NEVADA's behalf, or from acts of God, NEVADA's assignment may be extended for a period no longer than three months from the date NEVADA is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate NEVADA records available for inspection under Section 7.3.

8.2.7 If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to either Party under this section, the Party to whom such space has been assigned will reimburse the person or entity incurring the costs for such facilities modifications, capacity expansions, or make-ready work if the Party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

8.2.8 Except as provided in Sections 8.2.5-8.2.6 above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables Applicant, NEVADA, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

8.2.9 At Applicant's election, Applicant may file an application for access which specifically requests that the space sought by Applicant not be assigned to Applicant immediately and not be recorded immediately in NEVADA's records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.3 of this Agreement. In that event, the space sought by Applicant will not be assigned to Applicant and will remain available for assignment to others without restriction until such time as such space is formally assigned to Applicant in accordance with Applicant's written instructions and the assignment is recorded in the

records available for inspection under Section 7.3. The assignment shall be made no later than the date of issuance to Applicant of a permit confirming that Applicant has the right to occupy the space described in the permit. In the event that Applicant elects to proceed under this subsection, Applicant's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate NEVADA records and Applicant shall bear the risks that:

(a) The space sought by Applicant will be assigned to and occupied by another person or entity; or

(b) Circumstances will occur which may require that NEVADA reevaluate Applicant's application and repeat the field inspection portion of the pre-permit survey at Applicant's expense.

8.2.10 Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate NEVADA records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. Although NEVADA's clerical personnel will promptly process assignment requests included in applications and notices transmitted to NEVADA by mail, courier, fax, or other transmission media, NEVADA shall not be liable for any failure by Applicant to obtain the space desired by Applicant due to delay in logging assignment requests. Applicant acknowledges that, to maximize the probability that Applicant will be assigned the space Applicant desires, Applicant should, when possible, submit applications and notices including assignment requests in person to NEVADA at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.3 Immediate Occupancy

NEVADA shall, within 60 days after the effective date of this Agreement, adopt interim procedures which will provide Applicant the ability to attach or place facilities on or in NEVADA's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for Applicant's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. NEVADA may, on 60 days advance notice to Applicant, revise or terminate such interim procedures if they prove to be unworkable, in which event Applicant may seek renegotiation of this Agreement or challenge NEVADA's decision in accordance with procedures available to Applicant under applicable federal and state laws, regulations, and commission orders. The special

procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Agreement, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

8.3.1 Upon giving NEVADA the notice required by this subsection, Applicant may immediately occupy space assigned or provisionally assigned to Applicant pursuant to Section 8.2 of this Agreement. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.2.2 or a permit application under Section 9.2. Applicant shall not give such notice or occupy such space without first reviewing NEVADA's records and determining that the records reflect that the space sought is available.

8.3.2 Applicant shall not occupy space which has not been assigned or provisionally assigned to Applicant. The assignment must be recorded on the appropriate NEVADA records, as provided in Section 8.2, prior to Applicant's occupancy. If Applicant subsequently determines that the records are inaccurate and that the space assigned to Applicant is not available, or that the space assigned is not suitable for Applicant's intended use, Applicant shall, within one business day, notify NEVADA in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, Applicant shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which Applicant will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, Applicant may occupy space not assigned to Applicant subject to the following terms and conditions.

8.3.2.1 Applicant may occupy the next available space shown on NEVADA's records as available at the time of Applicant's last review of the records. Applicant shall not knowingly occupy space occupied by or assigned to NEVADA or any third party without consent of the Party to whom the space has been assigned.

8.3.2.2 Within one business day after occupying such space, Applicant shall submit to NEVADA a written notice of intent to occupy or an application for the space occupied showing the reason for Applicant's use of the space occupied.

8.3.2.3 Applicant shall bear the risk that space occupied by Applicant pursuant to this section was assigned to NEVADA or a third party during the period between Applicant's last review of the records and Applicant's occupancy of such space. After occupying space not previously assigned to Applicant, Applicant shall review the records and promptly notify the affected party if Applicant determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, Applicant shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. NEVADA and Applicant anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

8.3.2.4 NEVADA shall be entitled to recover from Applicant actual costs, if any, directly incurred by NEVADA as a result of Applicant's decision under this subsection to occupy space subject to a valid prior assignment to NEVADA. Applicant shall indemnify, on request defend, and save NEVADA harmless from any injury, loss, damage, liability, or claim asserted against NEVADA by any third party resulting from Applicant's decision under this subsection to occupy space assigned to such third party.

8.3.3 Nothing in this section authorizes Applicant to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of NEVADA or a third party, even if the presence of such facilities is not reflected on NEVADA's records.

8.3.4 Nothing in this section authorizes Applicant, without first obtaining NEVADA's written authorization, to:

(a) Place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by Applicant); or

(b) Utilize any infrequent construction technique or connectivity solution described in Section 6.3.

8.3.5 If Applicant has not done so already, within 24 hours after occupying space pursuant to this section, Applicant will submit to NEVADA an

application for the space occupied as provided in Section 9.2 of this Agreement. The application may be submitted by fax.

8.3.6 Applicant will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by Applicant and shall indemnify, on request defend, and hold NEVADA harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from Applicant's occupancy of space in violation of this section.

ARTICLE 9: APPLICATIONS AND PRE-PERMIT SURVEYS

9.1 Permits Required

Except as otherwise specifically permitted in this Agreement, Applicant shall apply in writing for and receive a permit before attaching facilities to specified NEVADA poles or placing facilities within specified NEVADA ducts, conduits, manholes, or handholes. Permit applications and information received by NEVADA in connection with such applications shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information").

9.2 Application Form

To apply for a pole attachment or conduit occupancy permit under this Agreement, Applicant shall submit to NEVADA signed copies of the appropriate application forms. NEVADA represents that the forms specified in Sections 9.2.1-9.2.2 are forms in use prior to the effective date of this Agreement. NEVADA reserves the right to change the format and content of these forms upon 60 days written notice to Applicant.

9.2.1 To apply for a pole attachment permit, Applicant shall submit to NEVADA signed copies of NEVADA's Form CO018 ("Application for Pole Attachment/Conduit Occupancy") together with completed Form CO4927-NEV ("Permit to Attach/Occupy"). An application for a pole attachment permit will not be complete or subject to processing by NEVADA until these forms have been submitted to NEVADA; provided, however, that such forms will be deemed to be substantially complete if they contain the information specified in Sections 9.2.3-9.2.8 below, as applicable. Copies of Forms CO4927-NEV and CO018 are attached to this Agreement as parts of APPENDIX III.

9.2.2 To apply for a conduit occupancy permit, Applicant shall submit to NEVADA signed copies of NEVADA's Form CO018 ("Application for Pole Attachment/Conduit Occupancy") An application for a conduit occupancy permit will not be complete or subject to processing by NEVADA until these forms have been submitted to NEVADA; provided,

however, that such forms will be deemed to be substantially complete if they contain the information specified in Sections 9.2.3-9.2.8 below, as applicable. Copies of Form CO018 are attached to this Agreement as parts of APPENDIX III.

9.2.3 Each application for a permit under this Agreement shall include, at a minimum, the following information:

(a) The poles, ducts, and conduits (including all manholes) along Applicant's proposed route to or within which Applicant desires to attach or place its facilities;

(b) A description of the facilities to be attached to NEVADA's poles and a description of the facilities to be placed within each component of NEVADA's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route;

(c) For poles, the proposed points of attachment;

(d) For building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement, as required by Section 5.6 of this Agreement, that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;

(e) If applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to Applicant until NEVADA has received Applicant's written instruction to make such assignment or issued a permit authorizing Applicant to occupy the space requested; and

(f) If applicable, a conspicuous statement that Applicant intends to occupy the space before the issuance of a permit, as provided in Section 8. 3 of this Agreement.

9.2.4 Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:

(a) The number and types of cables, including the physical size ("diameter") and weight ("weight per foot");

(b) The number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and

(c) Sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to NEVADA's poles or placed in NEVADA's conduit system.

9.2.5 When it appears to Applicant that facilities modification, capacity expansion, or make-ready work may be required to accommodate Applicant's access requests, Applicant shall describe the facilities modification, capacity expansion, or make-ready work which Applicant proposes. Applicant shall also describe its plans, if any, to use any infrequent construction technique or connectivity solution authorized under Section 6.3 to avoid high or unusual expenditures and state its reasons for the use of such technique or solution.

9.2.6 Applicant acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than NEVADA, that it may be necessary for NEVADA to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate Applicant's request for access to NEVADA's poles and that, at the time an application is submitted, it may be difficult for Applicant to determine with certainty whether a particular pole is owned or controlled by NEVADA or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by NEVADA (without regard to ownership) along Applicant's proposed route.

9.2.7 Each application for a permit under this Agreement shall be accompanied by a construction schedule showing Applicant's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by NEVADA's engineering and outside plant construction personnel in scheduling work required to process Applicant's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate Applicant's facilities.

9.2.8 Applicant may include multiple cables in a single permit application and may provide multiple services (e.g., CATV and non-CATV services) under the same cable sheath or jacket. When both CATV and non-CATV services are provided under the same cable sheath or jacket, or CATV and non-CATV services are provided using different cables attached or lashed

to the same strand or otherwise occupying the same space on a pole or the same duct or inner duct within a conduit, Applicant will so advise NEVADA and NEVADA shall, if permitted by law, adjust its charges to enable NEVADA to charge Applicant the rate applicable to telecommunications carriers rather than the rate applicable to cable television systems solely to provide cable service.

9.3 Cooperation in the Application Process

The orderly processing of applications submitted by Applicant and other firms seeking access to NEVADA's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between NEVADA's personnel and personnel acting on behalf of Applicant and other firms seeking access. The Parties therefore agree to the following transitional procedures which will remain in effect during the term of this Agreement unless earlier modified by mutual agreement of the Parties.

9.3.1 Before submitting a formal written application for access to NEVADA's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding NEVADA or any other provider of telecommunications or cable television services from using such poles, ducts, conduits, or rights-of-way.

9.3.2 Applicant shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and shall use its best efforts to submit applications in an orderly manner in accordance with Applicant's needs. If Applicant contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single NEVADA construction district, Applicant shall give NEVADA advance notice as promptly as is reasonably practicable.

9.3.3 No more than 500 poles shall be the subject of any single pole attachment permit application.

9.3.4 No more than 5 miles shall be the subject of any single conduit occupancy permit application.

9.4 Applicant's Priorities

When Applicant has multiple applications on file within a single NEVADA construction district, Applicant shall, at NEVADA's request, designate its desired priority of completion of pre-permit surveys, facilities modifications, capacity expansions, and make-ready work with respect to all such applications.

9.5 Pre-permit Survey

A pre-permit survey (including a review of records and field inspection, if necessary) will be completed by NEVADA after Applicant has submitted its written permit application as specified in Section 9.2 of this Agreement. NEVADA shall not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

9.5.1 The field inspection portion of the pre-permit survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by NEVADA or its authorized representative. Primary purposes of the field inspection will be to enable NEVADA to:

(a) Confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate Applicant's facilities;

(b) Plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare NEVADA's poles, ducts, conduits, rights-of-way, and associated facilities for Applicant's proposed attachments or occupancy; and

(c) Estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. NEVADA may dispense with the field inspection if it appears that the information necessary to process Applicant's permit application is already available from existing sources, including the application forms and such other information as may be available to NEVADA.

If Applicant, pursuant to Section 8.3, has occupied the space requested before the issuance of a permit, a post-installation inspection of Applicant's facilities may be performed, in place of the field inspection portion of the pre- permit survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Agreement. In performing such inspection, NEVADA will not, without due cause and justification, repeat pre-occupancy survey work performed by Applicant.

9.5.2 The administrative processing portion of the pre-permit survey (which includes processing the application and reviewing records) will be performed by NEVADA.

9.5.3 Before performing any portion of the pre-permit survey, NEVADA shall obtain Applicant's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation inspections of Applicant's facilities when installation has occurred, pursuant to Section 8.3, before the issuance of a permit.

ARTICLE 10: ISSUANCE AND DENIAL OF PERMITS (INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND MAKE-READY WORK)

10.1 Response Within 45 Days

Within 45 days of Applicant's submission of a permit application pursuant to Section 9.2 of this Agreement, or within such other period of time as may be mutually agreed upon in writing by the Parties, NEVADA shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if NEVADA personnel involved in the processing of Applicant's request for access become aware of hazardous substances at the site requested by Applicant, NEVADA shall promptly advise Applicant and shall, at Applicant's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances. Additional state-specific response and notice requirements, if any, shall be addressed by an addendum to this Agreement.

10.1.1 If access is granted, NEVADA shall, no later than 45 days after Applicant's submission of the permit application, further advise Applicant in writing:

(a) What facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare NEVADA's pole or conduit facilities;

(b) Provide Applicant an estimate of charges for such facilities modifications, capacity expansions, or make-ready work; and

(c) Disclose to Applicant any hazardous substances known by NEVADA to be present at the site.

10.1.2 NEVADA may take into account issues of capacity, safety, reliability, and engineering when considering requests for access, provided the assessment of such factors is done in a nondiscriminatory manner. If

access is denied, NEVADA shall confirm the denial in writing by the 45th day after the receipt by NEVADA of Applicant's completed application. A denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If Applicant in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

10.1.3 Applicant agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, Applicant shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on NEVADA of processing and responding to the application.

10.1.4 Notwithstanding the 45-day deadline, NEVADA will, pursuant to Section 8.3 of this Agreement, make available to Applicant for immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements.

10.2 Obligation to Construct or Modify Facilities; Capacity Expansions

NEVADA may grant access subject to Applicant's approval of such make-ready work (including facilities modifications) as may be required to expand capacity to accommodate Applicant's request, in which event Applicant shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If NEVADA does not offer to expand capacity and denies Applicant's request for access, NEVADA shall promptly notify Applicant of such determination. NEVADA shall not deny Applicant's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.3 (infrequent construction techniques and connectivity solutions).

10.2.1 At Applicant's request, NEVADA will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of Applicant's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which NEVADA would apply to itself if the work were performed for NEVADA's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive ("dead"). Except as otherwise

specifically provided in this section, NEVADA may recover from Applicant the costs of facilities modifications and capacity expansions to make space available for Applicant's facilities and charges for such modifications and expansions shall be determined and billed as provided in APPENDIX I of this Agreement.

10.2.2 NEVADA will install inner duct in NEVADA's conduit system as necessary to make space available for Applicant's facilities. Inner duct installations to accommodate Applicant's facilities will be performed by NEVADA within the same time intervals which would apply if NEVADA were performing such installations for itself. If NEVADA's intervals for beginning or completing inner duct installation do not meet Applicant's needs, Applicant may arrange for the inner duct installation to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the Parties, of contractors mutually approved as qualified to perform inner duct installations. Applicant may install the inner duct itself if Applicant is on the list of mutually approved contractors at the time the work is performed.. Inner duct installed by Applicant or an authorized contractor selected by Applicant shall be installed in accordance with NEVADA's specifications and in accordance with the same standards and practices which would be followed if the inner duct were being installed by NEVADA or NEVADA's contractors. Innerduct installation costs will be apportioned to all parties. Applicant shall indemnify, on request defend, and hold NEVADA harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without NEVADA's prior written approval, arrange for inner duct installation to be performed by subcontractors who are not authorized contractors.

10.2.3 NEVADA shall, at the Applicants expense, remove cables that are retired or inactive ("dead") to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e., cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, Applicant may, at its option, request that NEVADA excavate the obstruction or, in the alternative, arrange for excavation of the obstruction to be performed by an authorized contractor selected by Applicant from a list, jointly developed and maintained by the Parties, of contractors mutually approved as qualified to perform such excavations. Applicant may excavate the obstruction itself if Applicant is on the list of mutually approved contractors at the time the work is performed. Such excavations will be at Applicant's expense. Excavation work performed by Applicant or an authorized contractor selected by Applicant shall be performed in accordance with NEVADA's specifications and in

accordance with the same standards and practices which would be followed if such excavation work were being performed by NEVADA or NEVADA's contractors. Neither Applicant nor any authorized contractor selected by Applicant to perform excavation work under this subsection shall conduct facility excavation activities in any manner which jeopardizes or degrades the integrity of NEVADA's structures or interferes with any existing use of the facilities. Applicant shall indemnify, on request defend, and hold NEVADA harmless for any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by Applicant or any authorized contractor selected by Applicant under this subsection. Applicant shall not, without NEVADA's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.

10.3 Issuance of Permits and Immediate Access When No Make-ready Work is Required

If, on the basis of Applicant's representations or NEVADA's field inspection, if any, NEVADA determines that no make-ready work is necessary to accommodate Applicant's facilities, NEVADA will issue a permit without performing make-ready work and pole attachment or conduit occupancy space will be made available to Applicant for immediate occupancy. Immediate occupancy prior to the issuance of a permit shall be governed by Section 8.3.

10.4 Make-ready Work

If NEVADA determines that make-ready work will be necessary to accommodate Applicant's facilities, NEVADA shall promptly notify Applicant of the make-ready work proposed to enable the accommodation of Applicant's facilities.

10.4.1 The notice shall be given in writing no later than 45 days after the receipt by NEVADA of Applicant's completed application pursuant to Section 9.2 of this Agreement or within such other period of time as may be mutually agreed upon in writing by the Parties.

10.4.2 The notice will include NEVADA's estimate of make-ready charges, which estimate shall be stated on NEVADA Form CO018 ("Application For Pole Attachment/Conduit Occupancy"), a copy of which is attached hereto as part of APPENDIX III.

10.4.3 Applicant shall have 20 days (the "acceptance period") after receiving NEVADA's estimate of make-ready charges to authorize completion of the make-ready work proposed by NEVADA or to advise NEVADA of its willingness to perform the proposed make-ready work itself. If Applicant advises NEVADA that it is willing to perform the make-ready work

proposed by NEVADA in accordance with a design approved by NEVADA, and NEVADA's specifications, NEVADA will not, without due cause and justification, refuse to accept Applicant's offer to perform the work. Authorization shall be accomplished by Applicant's signing the estimate and returning it to NEVADA within the 20-day acceptance period.

10.4.4 Within the 20-day acceptance period, the Parties may negotiate modifications of the make-ready work to be performed. If the Parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by Applicant's signing the revised estimate and returning it to NEVADA within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the Parties.

10.4.5 If Applicant does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the Parties, Applicant shall notify NEVADA in writing by the 20th day whether Applicant is withdrawing its application, electing to perform the make-ready work itself as provided in Section 10.4.3 or electing to treat NEVADA's make-ready requirements as a denial of access.

10.4.5.1 If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the Parties, NEVADA shall contact Applicant to determine whether Applicant intends to withdraw its application. Applicant shall be deemed to have withdrawn its application if, in response to NEVADA's inquiry, Applicant does not immediately sign and return the estimate to NEVADA.

10.4.5.2 If Applicant timely notifies NEVADA that it is electing to treat NEVADA's make-ready requirements as a denial of access, NEVADA shall, within 20 days after receiving the notice, provide Applicant with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting NEVADA's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to NEVADA's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for NEVADA's make-ready proposals and specifically address NEVADA's

rationale for rejecting Applicant's alternative written proposals, if any.

10.5 Performance of Make-ready Work

Except as otherwise specifically provided in Section 10.2 and in this section, make-ready work shall be performed by NEVADA or by contractors, subcontractors, or other persons acting on NEVADA's behalf and shall be performed by NEVADA in accordance with the same time intervals which would be applicable if NEVADA were performing the work for itself.

10.5.1 Applicant and NEVADA will mutually establish and maintain for each NEVADA construction district lists of authorized contractors which may be selected by Applicant to perform make-ready work when NEVADA's interval for beginning or completing such make-ready work does not meet Applicant's needs. At Applicant's request, Applicant will be included on such lists upon Applicant's demonstrating that:

(a) Its personnel are qualified to perform such work in accordance with NEVADA's specifications; and

(b) Applicant meets the financial responsibility ("insurance and bonding") requirements generally applicable to contractors, subcontractors, and other vendors performing the same or similar work on NEVADA's behalf or the self-insurance requirements of Section 23.2.

10.5.2 If NEVADA's interval for beginning or completing make-ready work does not meet Applicant's needs, Applicant may:

(a) Perform the make-ready work itself, if Applicant is on the applicable list of authorized contractors at the time the work is to be performed; or

(b) Arrange for the work to be performed by an authorized contractor selected by Applicant from the applicable list of authorized contractors.

Subject to the availability of personnel, Applicant may also request that NEVADA perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless Applicant first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

10.5.3 From time to time, additional contractors, subcontractors or other vendors may be jointly approved by Applicant and NEVADA to perform specific make-ready work in the event that the work load exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

10.5.4 Make-ready work performed by Applicant, by an authorized contractor selected by Applicant, or by a contractor, subcontractor, or other vendor jointly approved by the Parties under Section 10.5.3 shall be performed in accordance with NEVADA's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by NEVADA or NEVADA's contractors. Neither Applicant nor authorized contractors selected by Applicant to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of NEVADA's structures or interferes with any existing use of NEVADA's facilities. Applicant and any authorized contractor selected by Applicant to perform make-ready work shall indemnify, on request defend, and hold NEVADA harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.

10.5.5 Nothing contained in this section authorizes Applicant, any authorized contractor selected by Applicant, or any other person acting on Applicant's behalf to consolidate NEVADA's cables.

10.6 Multiple Applications

Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.7 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities

Applicant shall make arrangements with the owners of other facilities attached to NEVADA's poles or occupying space in NEVADA's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of Applicant's facilities to or in NEVADA's poles, ducts, and conduits.

10.8 Reimbursement for the Creation or Use of Additional Capacity

As a result of facilities modification, capacity expansion, or other make-ready work performed to accommodate Applicant's facilities, additional capacity may become available on NEVADA's poles or in its conduit system. In such event, Applicant shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy

fees subsequently paid to NEVADA for the use of such additional capacity. NEVADA shall, however, establish procedures for giving Applicant notice of the subsequent use by NEVADA or third parties of additional space or capacity created at Applicant's expense. If NEVADA utilizes additional space or capacity created at Applicant's expense, NEVADA will reimburse Applicant on a pro-rata basis for NEVADA's share, if any, of Applicant's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, NEVADA shall, at the request of Applicant or such third party, provide such information as may be available to NEVADA to assist Applicant and such third party in determining the amount, if any, which such third party may owe Applicant as its pro-rata share of Applicant's capacity expansion costs. Nothing contained in this section shall be construed as conferring or imposing on NEVADA any right or duty to determine the amounts owing by a third party to Applicant, to collect or remit any such amounts to Applicant, to resolve or adjudicate disputes over reimbursement between Applicant and third parties, to deny a third party access to NEVADA's poles, ducts, conduits, or rights-of-way due to such third party's failure to satisfy Applicant's reimbursement demands, or to take any other action to enforce Applicant's reimbursement rights against any third party. In like manner, for additional capacity created by NEVADA from and after the date of enactment of the Telecommunications Act of 1996, NEVADA shall be entitled to recover from Applicant and third parties, to the full extent permitted by law, their pro-rata shares of such capacity expansion costs incurred by NEVADA. To the extent that either party seeks to avail itself of this cost-saving mechanism, such party shall be responsible for maintaining adequate records documenting the costs subject to reimbursement, including but not limited to costs incurred for facilities modification and capacity expansion work performed directly by such party or contractors performing work on such party's behalf.

10.9 Permit and Attachment

After all required make-ready work is completed, NEVADA will issue a permit confirming that Applicant may attach specified facilities to NEVADA's poles or place specified facilities in NEVADA's conduit system. Applicant shall have access to attach or place only those facilities specifically described in permits subject to this Agreement, and no others, except as otherwise specifically provided in:

(a) Sections 8.3 or other provisions of this Agreement;

(b) Any other written agreement between the Parties providing for such access; or

(c) The provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF APPLICANT'S FACILITIES

11.1 Responsibility for Attaching and Placing Facilities

Each Party shall be responsible for the actual attachment of its own facilities to NEVADA's poles and the placement of such facilities in NEVADA's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each Party and its contractors shall be solely responsible for:

(a) Paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities; and

(b) Directing the activities of all personnel acting on such Party's behalf while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

11.2 Construction Schedule

After the issuance of a permit, Applicant shall provide NEVADA with an updated construction schedule and thereafter keep NEVADA informed of anticipated changes in the construction schedule. Construction schedules received by NEVADA shall be subject to the provisions of Article 28 of this Agreement ("Confidentiality of Information"). Construction schedules required by this section shall include, at a minimum, the following information:

(a) The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) The names of each contractor and subcontractor which will be involved in the construction activities;

(c) The estimated dates when construction will begin and end; and

(d) The approximate dates when Applicant or personnel working on Applicant's behalf will be performing construction work in connection with the attachment of Applicant's facilities to NEVADA's poles or the placement of Applicant's facilities in any part of NEVADA's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF APPLICANT'S FACILITIES

12.1 Use of Applicant's Facilities

Each permit subject to this Agreement authorizes Applicant to have access to Applicant's facilities on or within NEVADA's poles, ducts, and conduits as needed for the purpose of serving Applicant's customers.

12.2 Routine Maintenance of Applicant's Facilities

Each permit subject to this Agreement authorizes Applicant to engage in routine maintenance of facilities located on or within NEVADA's poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Applicant's facilities in any manner which results in Applicant's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Applicant's permit.

12.3 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities

Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by NEVADA. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify NEVADA of such use and must either vacate the maintenance duct within 30 days or, with NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one duct in a multiduct structure when only copper technology exists, one innerduct in a multiduct structure when only fiber technology exists, or in conduit structures where both fiber and copper technologies exist, one 4-inch duct for copper and one innerduct for fiber in a separate duct from the copper duct for maintenance purposes is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.4 Responsibility for Maintenance of Facilities

Each Party shall be solely responsible for maintaining its own facilities and:

(a) Paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such Party's facilities; and

(b) Directing the activities of all such personnel while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

12.5 Information Concerning the Maintenance of Applicant's Facilities

Promptly after the issuance of a permit, Applicant shall provide NEVADA with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Applicant's facilities and shall thereafter notify NEVADA of changes to such information. The manager responsible for routine maintenance of Applicant's facilities shall, on NEVADA's request, identify any contractor, subcontractor, or other person performing maintenance activities on Applicant's behalf at a specified site.

ARTICLE 13: MODIFICATION OF APPLICANT'S FACILITIES

13.1 Notification of Planned Modifications

Applicant shall notify NEVADA in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a NEVADA pole or located in any NEVADA duct or conduit. The notice shall contain sufficient information to enable NEVADA to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Applicant's present permit or requires a new or amended permit. No notice shall be required for such routine modifications as the installation or placement of terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of NEVADA's poles, ducts, or conduits, and having no effect on the ability of NEVADA or joint users to use or have access to NEVADA's poles, ducts, conduits, or rights-of-way.

13.2 New or Amended Permit Required

A new or amended permit will be required if the proposed addition, relocation, replacement, or modification:

(a) Requires that Applicant occupy additional space on NEVADA's poles (except on a temporary basis in the event of an emergency);

(b) Requires that Applicant occupy additional space (other than space in the maintenance duct in accordance with Sections 12.3, 13.3, and 15.2 of this Agreement) in any NEVADA duct or conduit except on a temporary basis in the event of an emergency;

(c) Results in the facilities attached to NEVADA's poles or placed in NEVADA's ducts or conduits being different from those described as authorized attachments in Applicant's present application, current permit, notice of intent to occupy, or permit application and supplemental

documentation submitted to NEVADA (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or

(d) Requires additional holding capacity on a permanent basis.

13.3 Use of Maintenance Duct in Connection with Facility Modifications and Replacements

Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.3 of this Agreement.

13.4 Replacement of Facilities and Spinning/Overlashing Additional Cables

Applicant may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.5 Streamlined Procedures for the Issuance of Amended Permits

NEVADA may streamline procedures for the issuance of amended permits with respect to proposed additions, relocations, replacements, or modifications of Applicant's facilities when it appears to NEVADA that the proposed additions, relocations, replacements, or modifications will not require make-ready work by NEVADA, will not interfere with NEVADA's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REQUIRED REARRANGEMENTS OF APPLICANT'S FACILITIES

14.1 Notice of Planned Modifications

The Parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The Parties further acknowledge that the FCC, in the First Interconnection Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the Parties to alter the

above-described notification requirements only as provided in Section 14.2.2 below.

14.2 Required Rearrangement of Applicant's Facilities

Applicant acknowledges that, from time to time, it may be necessary or desirable for NEVADA to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by NEVADA's own business needs or by factors outside of NEVADA's control, such as the decision by a municipality to widen streets or the decision by a third party to seek access to NEVADA's poles, ducts, conduits, or rights-of-way.

14.2.1 Applicant agrees that Applicant will cooperate with NEVADA and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by Applicant in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act, rules, regulations, and commission orders thereunder.

14.2.2 Whenever feasible, NEVADA shall give Applicant not less than 60 days prior written notice of the need for Applicant to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Applicant shall complete such rearrangements within the time prescribed in the notice; provided, however, that the date of removal may be extended upon request by Applicant, which request will not be unreasonably refused by NEVADA, if Applicant advises NEVADA of the reason for the need for the extension and proposes a reasonable completion date. NEVADA may request that such modification be made within a shorter period of time, in which event Applicant shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(a) The circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(b) The timeliness of NEVADA's request to Applicant;

(c) The nature and number of rearrangements sought;

(d) The impact on the ability of the parties and joint users to meet customer service needs; and

(e) Risks of service interruption to customers of the parties and joint users.

14.2.3 Nothing contained in this article shall preclude Applicant from advising NEVADA, within 60 days from the date of the notice, of its desire to add to or modify its existing attachment.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.1 Applicability

The Parties acknowledge that in the event of an emergency, services provided by the Parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, or rights-of-way to restore service to all customers at the same time, that disputes may arise between the Parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly, and that it is highly desirable that all service providers utilizing NEVADA's poles, ducts, conduits, and rights-of-way enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements, it is expected that disputes will be immediately resolved at the site by the affected parties present based upon the criteria set forth in Section 15.5 of this Agreement. The provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.2 Responsibility for Emergency Repairs; Access to Maintenance Duct

In general, each Party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such Party to make such repairs.

15.2.1 Nothing contained in this Agreement shall be construed as requiring either Party to perform any repair or service restoration work of any kind with respect to the other Party's facilities or the facilities of joint users.

15.2.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to NEVADA, Applicant, other competitive local exchange providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify NEVADA of such use and must either vacate the

maintenance duct within 30 days or, with NEVADA's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The Parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

15.2.3 If necessary, other unoccupied ducts or inner ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct or inner duct has been assigned.

15.3 Designation of Emergency Repair Coordinators and Other Information

For each NEVADA construction district, Applicant shall provide NEVADA with the emergency contact number of Applicant's designated point of contact for coordinating the handling of emergency repairs of Applicant's facilities and shall thereafter notify NEVADA of changes to such information.

15.4 Reporting of Conditions Requiring Emergency Repairs

As a courtesy, each Party shall endeavor to notify the other Party at the earliest practicable opportunity after discovering any condition on or in any of NEVADA's poles, ducts, conduits, or rights-of-way requiring emergency repairs to the other Party's facilities.

15.5 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations

When notice and coordination are practicable, NEVADA, Applicant, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

15.5.1 Emergency service restoration work requirements shall take precedence over other work operations.

15.5.2 Except as otherwise agreed upon by the Parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the competitive local exchange providers with the greatest numbers of local lines out of service due to the

emergency being rectified. The Parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

15.5.3 NEVADA shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by NEVADA on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.6 Unilateral Corrective Action

When either Party reasonably believes that, due to the condition of the other Party's facilities placed on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of either Party, or either Party's ability to meet its service obligations, either Party may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities of the other Party have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, either Party may reattach them as provided in this section but shall not be obligated to do so.

15.6.1 Before performing any corrective work involving facilities of the other Party, NEVADA or Applicant shall first attempt to notify the other Party. After such notice has been given, the Parties shall coordinate corrective work.

15.6.2 When an emergency situation exists such that advance notice and coordination are not practicable, either Party may perform corrective work without first giving notice to the other Party and shall promptly notify the other Party of the corrective work performed and the reason why notice was not given.

15.7 Emergency Pole Replacements

Applicant will cooperate fully with NEVADA when emergency pole replacements are required.

15.7.1 When emergency pole replacements are required, NEVADA shall promptly make a good faith effort to contact Applicant to notify Applicant

of the emergency and to determine whether Applicant will respond to the emergency in a timely manner.

15.7.2 If notified by NEVADA that an emergency exists which will require the replacement of a pole, Applicant shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a NEVADA replacement pole, the transfer shall be in accordance with NEVADA's placement instructions.

15.7.3 If Applicant is unable to respond to the emergency situation immediately, Applicant shall so advise NEVADA and thereby authorize NEVADA (or any joint user sharing the pole with NEVADA) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Applicant's behalf.

15.8 Expenses Associated with Emergency Repairs

Each Party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

15.8.1 Each Party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such Party's facilities.

15.8.2 Applicant shall reimburse NEVADA for the costs incurred by NEVADA for work performed by NEVADA on Applicant's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by NEVADA are for work performed in part for Applicant and in part for NEVADA and third parties, Applicant shall only reimburse NEVADA for Applicant's share of the costs.

ARTICLE 16: INSPECTION BY NEVADA OF APPLICANT'S FACILITIES

16.1 NEVADA's Right to Make Periodic or Spot Inspections

NEVADA shall have the right, but not the duty, to make periodic or spot inspections at any time of any or all facilities attached to NEVADA's poles or placed within NEVADA's poles, ducts, conduits, or rights-of-way. Inspections of Applicant's facilities may be conducted for the purpose of determining whether facilities attached to NEVADA's poles or placed in NEVADA's conduit system are in compliance with the terms of this Agreement and conform to permits subject to this Agreement. Charges for inspections shall be allocated among all parties benefiting from the inspection in accordance with the Pole Attachment Act

and applicable rules, regulations, and commission orders. When an inspection is conducted for the specific purpose of auditing or investigating Applicant's compliance with this Agreement, NEVADA may charge Applicant for inspection expenses only if the inspection reflects that Applicant is in substantial noncompliance with the terms of this Agreement. If the inspection reflects that Applicant's facilities are not in compliance with the terms of this Agreement, Applicant shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify NEVADA in writing when the facilities have been brought into compliance.

16.2 Report of Inspection Results

NEVADA will provide Applicant the results of any inspection of Applicant's facilities performed under Section 16.1 of this Agreement.

16.3 Post-installation Inspections

This article does not apply to post-installation inspections performed as part of a pre-permit survey in those cases when Applicant has occupied space on or in NEVADA's poles, ducts, conduits, or rights-of-way prior to the issuance of a permit pursuant to Section 8.3 of this Agreement.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.1 Facilities to Be Marked

Applicant shall tag or otherwise mark all of Applicant's facilities placed on or in NEVADA's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as Applicant's facilities.

17.2 Removal of Untagged Facilities

Subject to the provisions of Sections 17.2.1-17.2.4, NEVADA may, without notice to any person or entity, remove from NEVADA's poles or any part of NEVADA's conduit system any untagged or unmarked facilities, including any such facilities owned or used by Applicant, if NEVADA determines that such facilities are not the subject of a current permit authorizing their continued attachment to NEVADA's poles or occupancy of NEVADA's conduit system and are not otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system.

17.2.1 Before removing any such untagged or unmarked facilities, NEVADA shall first attempt to determine whether the facilities are being used by Applicant or any other firm, are authorized by any permit subject to this

Agreement, or are otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system.

17.2.2 NEVADA shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to:

(a) Determine the identity of the owner or other person or entity thought to be responsible for the facilities; and

(b) Give advance written notice to such person or entity.

17.2.3 If the facilities appear to be facilities of Applicant described in a current permit or application subject to this Agreement, or if the facilities appear to be facilities of Applicant otherwise lawfully present on NEVADA's poles or in NEVADA's conduit system, NEVADA shall give written notice to Applicant requesting Applicant to tag or mark the facilities within 60 days and Applicant shall either tag the facilities within the 60-day period, advise NEVADA in writing of its schedule for tagging the facilities, or notify NEVADA in writing that it disclaims ownership of or responsibility for the facilities. If Applicant disclaims ownership of or responsibility for the facilities, Applicant shall disclose to NEVADA the identity of the owner or other person or entity, if any, thought by Applicant to be responsible for the facilities.

17.2.4 If the facilities appear to be facilities used by Applicant but not subject to a current permit granted under this Agreement, the provisions of Sections 17.5-17.12 shall apply.

17.3 Verification That Presently Attached Facilities Are Subject to Existing Permits

Applicant warrants and represents that, to the best of its information and belief, all facilities presently owned or used by Applicant and attached to NEVADA's poles or occupying space within any part of NEVADA's conduit system in this State have been disclosed to NEVADA and are subject to current permits or are otherwise lawfully present on or in NEVADA's poles, ducts, and conduits. If Applicant determines that any such facilities are not the subject of current permits, Applicant shall so advise NEVADA and promptly apply for permits for such facilities or remove the facilities from NEVADA's poles or conduits. Nothing contained in this section shall be construed as requiring Applicant to make a field audit of its existing facilities to confirm the licensing status of its facilities as a prerequisite to entering into this Agreement.

17.4 Updating of Plant Location Records

Applicant shall furnish NEVADA, upon request, with such information as may from time to time be necessary for NEVADA to correct and update NEVADA's

pole and conduit maps and records, cable plat maps, and other plant location records recording or logging assignments of pole, duct, and conduit space.

17.5 Notice to Applicant

If any of Applicant's facilities for which no permit is presently in effect are found attached to NEVADA's poles or anchors or within any part of NEVADA's conduit system, NEVADA, without prejudice to other rights or remedies available to NEVADA under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Applicant advising Applicant that no permit is presently in effect with respect to the facilities and that Applicant must, within 60 days, respond to the notice as provided in Section 17.6 of this Agreement.

17.6 Applicant's Response

Within 60 days after receiving a notice under Section 17.5 of this Agreement, Applicant shall acknowledge receipt of the notice and submit to NEVADA, in writing, either:

(a) A denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the factual and claimed legal basis for such denial or disclaimer;

(b) A statement that the facilities are the subject of a current permit, together with an explanation of the factual and claimed legal basis for Applicant's assertion that the facilities are currently have a permit, or a statement that no permit is required, and an explanation of the factual and claimed legal basis for that assertion; or

(c) An application for a new or amended permit with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in NEVADA's poles or any part of NEVADA's conduit system. Such explanation shall include, at a minimum, the following:

(1) The date (or "estimated date") when such facilities were attached to NEVADA's poles or placed in NEVADA's conduit system, and the factual basis supporting Applicant's selection of such date (or "estimated date"); and

(2) The factual basis for Applicant's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in NEVADA's poles or conduit system were made in good faith and without intent to circumvent NEVADA's pole attachment or conduit occupancy licensing requirements.

17.7 Denial or Disclaimer of Ownership or Other Interest

Applicant's submission to NEVADA of a denial or disclaimer of ownership or other interest in the facilities shall constitute Applicant's waiver of any objection Applicant may have to NEVADA's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by Applicant to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility; provided, however, that nothing contained in this section shall prohibit NEVADA from invoking the dispute resolution process or filing suit, in a court of competent jurisdiction, to establish that Applicant is liable to NEVADA for the costs of removal notwithstanding its denial or disclaimer.

17.8 Review by NEVADA of Licensing Status

Within 15 business days after receiving Applicant's statement that the facilities are the subject of a current permit or that no permit is required, NEVADA shall review Applicant's explanation of the factual and claimed legal basis for Applicant's assertions and shall advise Applicant, in writing, whether it agrees or disagrees with Applicant's assertions. If NEVADA agrees with Applicant's assertions, the Parties may amend the applicable permit and no further action shall be required of Applicant. If NEVADA does not accept Applicant's position, Applicant shall, within 15 business days, apply for a new or amended permit as provided by Section 17.6(c) of this Agreement.

17.9 Approval of Permit and Retroactive Charges

If NEVADA approves Applicant's application for a new or amended permit, Applicant shall be liable to NEVADA for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Agreement. The issuance of a new or amended permit as provided by this article shall not operate retroactively or constitute a waiver by NEVADA of any of its rights or privileges under this Agreement or otherwise.

17.10 Fees and Charges

This section applies to fees and charges with respect to Applicant's facilities placed on or in NEVADA pole, duct, or conduit space which has not been assigned to Applicant. Applicant shall be liable to NEVADA for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from NEVADA's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if Applicant and its predecessors had continuously complied with all applicable NEVADA licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The Parties shall engage

in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the Parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to Applicant's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date Applicant is notified by NEVADA of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Applicant shall rearrange or remove its unauthorized facilities at NEVADA's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to NEVADA or another joint user, and shall pay NEVADA for all costs incurred by NEVADA in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of Applicant's unauthorized facilities.

17.11 Removal of Unauthorized Attachments

If Applicant does not apply for a new or amended pole attachment permit with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, NEVADA shall by written notice request to Applicant to remove its unauthorized facilities not less than 60 days from the date of notice and Applicant shall remove the facilities within the time specified in the notice; provided, however, that NEVADA may request Applicant to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond NEVADA's control. If the facilities have not been removed within the time specified in the notice, NEVADA may, at NEVADA's option, remove Applicant's facilities at Applicant's expense.

17.12 No Ratification of Non Permitted Attachments or Unauthorized Use of NEVADA's Facilities

No act or failure to act by NEVADA with regard to any nonpermited attachment or occupancy or unauthorized use of NEVADA's facilities shall be deemed to constitute a ratification by NEVADA of the non-permitted attachment or occupancy or unauthorized use, nor shall the payment by Applicant of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Applicant from civil or criminal liability for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

ARTICLE 18: REMOVAL OF APPLICANT'S FACILITIES

18.1 Responsibility for Removing Facilities

Applicant shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from NEVADA's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

18.1.1 When practicable, Applicant shall give NEVADA at least 30 days' advance notice in writing of its intent to remove facilities from any part of NEVADA's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for removal of the facilities, and the estimated dates when removal of the facilities will begin and end.

18.1.2 Applicant shall, if requested by NEVADA to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by Applicant.

18.1.3 Except as otherwise agreed upon in writing by the Parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to NEVADA's manholes (if NEVADA would itself plug the ducts under the same circumstances) in accordance with the standards set by NEVADA for its own operations, provided that such standards have been communicated in writing to Applicant at least 60 days in advance of the removal of Applicant's facilities.

18.1.4 Applicant shall be solely responsible for the removal of its own facilities from NEVADA's poles, ducts, conduits, and rights-of-way and for:

(a) Paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of Applicant's facilities from NEVADA's poles, ducts, conduits, or rights-of-way; and

(b) Directing the activities of all such personnel while they are physically present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

18.1.5 When Applicant no longer intends to occupy space on a NEVADA pole or in a NEVADA duct or conduit, Applicant will provide written notification to NEVADA that it wishes to terminate the permit with respect to such space and will remove its facilities from the space described in the notice.

Upon removal of Applicant's facilities, the permit shall terminate and the space shall be available for reassignment.

18.2 Removal of Facilities Not in Active Use

At NEVADA's request, Applicant shall remove from NEVADA's poles, ducts, conduits, and rights-of-way any of Applicant's facilities which are no longer in active use; provided, however, that Applicant shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Applicant shall not be required to remove retired or inactive ("dead") cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. Applicant shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.2.3 of this Agreement. Applicant shall not abandon any of its facilities by leaving them on NEVADA's poles, in NEVADA's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to NEVADA's poles or any part of NEVADA's conduit system, or on any public or private property (other than property owned or controlled by Applicant) in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

18.3 Removal Following Termination of Permit

Applicant shall remove its facilities from NEVADA's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the Parties, after termination of the permit authorizing the attachment of such facilities to NEVADA's poles or the placement of such facilities in NEVADA's ducts, conduits, or rights-of-way.

18.4 Removal Following Replacement of Facilities

Applicant shall remove facilities no longer in service from NEVADA's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the Parties, after the date Applicant replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.3, 13.3, and 15.2 of this Agreement and not by this section.

18.5 Removal to Avoid Forfeiture

If the presence of Applicant's facilities on NEVADA's poles or in NEVADA's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of NEVADA to occupy the property where such pole, duct, conduit, or right-of-way is located, NEVADA will promptly notify Applicant in writing and Applicant shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. NEVADA will give

Applicant not less than 60 days from the date of notice to remove Applicant's facilities unless prior removal is required to prevent the forfeiture of NEVADA's rights. At Applicant's request, the Parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Applicant's facilities in the face of a threatened forfeiture.

18.6 Notice of Completion of Removal Activities

Applicant shall give written notice to NEVADA stating the date on which the removal of its facilities from NEVADA's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until Applicant's facilities have been removed, pull mandrels ("slugs") have been pulled if required by Section 18.1.1 of this Agreement, Applicant has plugged all previously occupied ducts at the entrances to NEVADA's manholes as required by Section 18.1.3 of this Agreement, and the notice required by this section has been given.

18.7 Removal of Facilities by NEVADA; Notice of Intent to Remove

If Applicant fails to remove its facilities from NEVADA's poles, ducts, or conduits in accordance with the provisions of Sections 18.1-18.6 of this Agreement, NEVADA may remove such facilities and store them at Applicant's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Applicant for any injury, loss, or damage resulting from such actions. NEVADA shall give Applicant not less than 60 days prior written notice of its intent to remove Applicant's facilities pursuant to this section. The notice shall state:

(a) The date when NEVADA plans to commence removal of Applicant's facilities, and that Applicant may remove the facilities at Applicant's sole cost and expense at any time before the date specified;

(b) NEVADA's plans with respect to disposition of the facilities removed; and

(c) That Applicant's failure to remove the facilities or make alternative arrangements with NEVADA for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.8 Removal of Facilities by NEVADA

If NEVADA removes any of Applicant's facilities pursuant to this article, Applicant shall reimburse NEVADA for NEVADA's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.9 Reattachment or Subsequent Attachment Following Removal

After Applicant's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to NEVADA's poles or placed in NEVADA's conduit system until Applicant has first submitted new applications for the facilities and complied with the provisions of this Agreement.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders

All rates, charges and fees set forth in this Agreement, including rates, charges and fees set forth in APPENDIX I (Schedule of Rates, Fees, and Charges), shall be subject to all applicable federal and state laws, rules, regulations, and commission orders, including but not limited to:

(a) The Pole Attachment Act and rules, regulations, and commission orders issued thereunder; and

(b) Applicable orders of the State Commission in interconnection arbitration proceedings.

19.2 Schedule of Rates, Fees, and Charges

NEVADA's current schedule of rates, fees, and charges is attached to this Agreement as APPENDIX I and incorporated herein as an integral part of this Agreement.

19.3 Pole Attachment and Conduit Occupancy Fees

NEVADA's annual rates for access to poles, ducts, conduits, and rights-of-way shall be different for cable television systems and telecommunications carriers based on local PUC rules and regulations. For all attachments to NEVADA's poles and occupancy of NEVADA's ducts and conduits, Applicant will pay NEVADA's semiannual pole attachment and conduit occupancy fees as specified in APPENDIX I. Pole attachment and conduit occupancy fees shall be assessed and billed with respect to:

(a) Occupied space whether or not subject to a current permit; and

(b) Assigned space as well as occupied space.

Fees for pole attachments shall be based on the number of Applicant's pole attachments as of the date of billing by NEVADA and shall be calculated in accordance with applicable FCC rules, regulations, and orders. Fees for conduit

occupancy shall be based on the number of duct feet occupied by or assigned to Applicant as of the date of billing by NEVADA and shall be calculated in accordance with applicable FCC rules, regulations, and orders.

19.4 Billing for and Payment of Pole Attachment and Conduit Occupancy Fees

Pole Attachment and conduit occupancy fees under this Agreement and permits subject to this Agreement shall be payable semiannually in advance.

19.4.1 Bills shall be submitted to Applicant for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

19.4.2 Charges associated with newly permitted pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

19.4.3 Charges shall be adjusted and retroactively prorated on a daily basis following the removal of Applicant's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.5 Application Fees

NEVADA does not currently charge application fees for individual permit applications or assignment requests under this Agreement. NEVADA does, however, impose charges, on a case-by case basis, for work performed in processing applications for access and preparing NEVADA's poles, ducts, conduits, and rights-of-way to accommodate the facilities of parties seeking access.

19.6 Charges for Pre-permit Survey Work

Subject to applicable commission orders, Applicant will pay NEVADA's charges for pre-permit survey work associated with the processing of Applicant's request for access. NEVADA's pre-permit survey charges are not set on a fixed fee basis and will vary from case-to-case depending on such factors as the number and location of the poles, ducts, conduits, and rights-of-way subject to Applicant's access request, the completeness and quality of information submitted by the Applicant in its application, the nature of the facilities to be placed by Applicant, and the nature and extent of facilities modification, capacity expansion, and make-ready work proposed by Applicant.

19.7 Charges for Facilities Modifications, Capacity Expansions, and Make-ready Work

Subject to applicable commission orders, Applicant will pay NEVADA's charges for facilities modification, capacity expansion, and make-ready work performed

by NEVADA, or by persons acting on NEVADA's behalf, as provided in other provisions of this Agreement and APPENDIX I.

19.8 Contract Administration Fee

Subject to applicable commission orders, NEVADA may charge Applicant a one-time contract administration fee as provided in APPENDIX I. This fee, if applicable, shall be assessed for work performed in the initial processing of this Agreement and shall be non-refundable upon acceptance of this Agreement by NEVADA.

19.9 Administrative Record-keeping Fees

Subject to applicable commission orders, NEVADA may charge Applicant cost-based administrative record-keeping fees (e.g., fees associated with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like) as provided in APPENDIX I.

19.10 Charges for Work Performed by NEVADA Employees

Except as otherwise specifically required by applicable commission orders, NEVADA's charges to Applicant for worked performed by NEVADA employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over NEVADA's charges for work performed by NEVADA employees, including disputes between the Parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by NEVADA to determine hourly rates for NEVADA employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges

For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by NEVADA to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

19.11.1 Interest on past due bills and invoices shall accrue at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.

19.11.2 Applicant's failure to pay NEVADA's fees and charges shall be grounds for terminating this Agreement and permit subject to this Agreement.

19.11.3 If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more that 15 calendar days after the due date, NEVADA may send Applicant a written notice advising Applicant that this Agreement, or specified permits subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to NEVADA all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice.

19.11.4 Applicant may dispute any fees or charges billed by NEVADA to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

19.11.5 If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, NEVADA may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and permits subject to this Agreement, suspend the processing of pending applications for access to NEVADA's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 <u>Modification of Rates, Fees and Charges</u>

Subject to applicable federal and state laws, rules, regulations, and commission orders, NEVADA shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

19.12.1 Upon written notice to Applicant, NEVADA may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.

19.12.1.1 The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.

19.12.1.2 The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.

19.12.1.3 The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.

19.12.2 If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option:

(a) Seek the renegotiation of this Agreement;

(b) Terminate this Agreement; or

(c) Seek relief through the dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies

The Parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The Parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning and challenges to NEVADA's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either Party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.1 Bond May Be Required

NEVADA may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in Sections 20.1.1-20.1.2 and Section 20.2. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.2 of this Agreement.

20.1.1 If Applicant elects to perform make-ready or facilities modification work under Section 6.8(c) or Sections 10.2-10.5 of this Agreement, NEVADA may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute bonds equivalent to those which would be required by NEVADA if the work had been performed by contractors, subcontractors, or other persons selected directly by NEVADA. No bonds shall be required of Applicant,

authorized contractors, or other persons acting on Applicant's behalf except in those situations where a bond would be required if the work were being performed on NEVADA's behalf.

20.1.2 No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.

20.1.3 If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf, Applicant shall promptly submit to NEVADA, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing NEVADA 60 days written notice.

20.1.4 NEVADA may communicate directly with the issuer of any bond required by NEVADA pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

20.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors

Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with:

(a) The performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.8(c) and 10.2-10.5 of this Agreement; or

(b) The construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to NEVADA's poles or placed or to be placed within NEVADA's ducts, conduits, or rights-of-way.

In the event any claim or demand is made on NEVADA by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, NEVADA may require, in addition to any security provided under Section 20.1 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as NEVADA may deem reasonable or necessary to protect NEVADA from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.1 Risks Associated with Outside Plant Operations

The Parties acknowledge that NEVADA's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout NEVADA's service area, that NEVADA cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside NEVADA's central offices and other secure NEVADA buildings and structures. The Parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA requires that liability risks be fairly allocated between the Parties and that it is the Parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.2 Control of Premises

Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons acting on behalf of joint users, will be present, without supervision or control by NEVADA, and in many cases without NEVADA's knowledge, on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the Parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although NEVADA inspectors may be present at the site of work being performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a NEVADA inspector shall not result in NEVADA's being deemed to be in control of the premises. When both Parties are present and performing work operations at a site subject to this section, NEVADA and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.3 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS

THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.4 Indemnities Excluded

Except as otherwise specifically provided in this article, neither Party (as an "indemnifying Party") shall be required to indemnify or defend the other Party (as an "indemnified Party") against, or hold the indemnified Party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

(a) Any breach by the indemnified Party of any provision of this Agreement or any breach by the indemnified Party of the Parties' interconnection agreement, if any;

(b) The violation of any law by any employee of the indemnified Party or other person acting on the indemnified Party's behalf;

(c) Willful or intentional misconduct or gross negligence committed by any employee of the indemnified Party or by any other person acting on the indemnified Party's behalf; or

(d) Any negligent act or acts committed by any employee of the indemnified Party or other person acting on the indemnified Party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.5 Workplace Injuries

The Parties acknowledge that injuries may occur at sites where work is being performed by or for either Party and that primary responsibility for preventing workplace injuries shall be placed on the Party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site,

acts of God, and acts and omissions of third parties over whom neither Party has control. Except as expressly provided in this Agreement to the contrary, each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying Party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.6 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf

Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either Party to any employee, contractor, or subcontractor of the other Party or any other person acting on the other Party's behalf. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.5 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee,

contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.7 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party

The Parties acknowledge that neither Party controls the contractual relationships between the other Party and vendors, suppliers, customers, and other persons in privity of contract with the other Party and that nothing contained in this Agreement shall create any contractual or other liability of either Party to any vendor, supplier, customer, or other person or entity in privity of contract with the other Party. Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of NEVADA's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities for claims against either Party arising out of or in connection with the failure by the other Party to meet its obligations (including but not limited to contract and tariff obligations) to such other Party's customers and suppliers. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.4(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.8 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party

Neither Party shall be entitled to indemnity, contribution, or subrogation from or by the other Party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such Party by any employee, contractor, or subcontractor of such Party, by any other person acting on behalf of such Party, by any vendor, supplier, or customer of such Party, or by any other person or entity in privity of contract with such Party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of NEVADA's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either Party arising out of or in connection with employment-related disputes between either Party and its employees; claims against either Party by contractors, subcontractors, and suppliers performing work or supplying materials to NEVADA sites at the request of such Party; and other failures by either Party to meet its obligations (including but not limited to contract and tariff obligations) to such Party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.9 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct

Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in

connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within, or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.4 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims

The Parties acknowledge that hazardous substances may be present on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the Parties' behalf working on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the Parties as set forth in this section.

21.10.1 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of:

(a) Any federal, state, or local environmental statute, rule, regulation, ordinance, or other law; or

(b) Any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.

21.10.2 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous

substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited to indemnities arising out of or in connection with the release or discharge of water and other substances from NEVADA's manholes or other conduit facilities.

21.10.3 Each Party shall indemnify, on request defend, and hold the other Party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any NEVADA pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.

21.10.4 Except as otherwise specifically provided in this section, neither Party shall be required to indemnify or defend the other Party against, or hold the other Party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other Party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims

Applicant shall indemnify, on request defend, and hold NEVADA harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against NEVADA by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

(a) Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on NEVADA due to the placement or

presence of Applicant's facilities on or within NEVADA's poles, ducts, conduits, or rights-of-way; or

(b) Claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to NEVADA

This section applies only in those situations not expressly covered by Sections 21.5-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against NEVADA pursuant to this Agreement or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.4, Applicant shall indemnify, on request defend, and hold NEVADA harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of NEVADA's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

21.13 NEVADA's General Indemnity Obligations to Applicant

This section applies only in those situations not expressly covered by Sections 21.5-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from NEVADA's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the Parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, NEVADA shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with NEVADA's access to or use of NEVADA's poles, ducts, conduits, or rights-of-way, NEVADA's performance of any acts authorized under this Agreement, or the presence or activities of NEVADA's employees or other personnel acting on NEVADA's behalf on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties

Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses

Each Party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving injury, loss, or damage to any customer of such Party for which the other Party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability

Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits

Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.1 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS

THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.2 LIMITATIONS OF LIABILITY IN GENERAL

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.5, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE

GREATER OF $250,000, OR THE TOTAL AMOUNT CHARGED BY NEVADA TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.3 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.4 NEVADA Not Liable to Applicant for Acts of Third Parties or Acts of God

By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA, NEVADA does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.5 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to NEVADA's poles or placed in NEVADA's ducts, conduits, or rights-of-way, and NEVADA shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.5. In no event shall NEVADA be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of:

(a) Any joint user or any person acting on a joint user's behalf;

(b) Any governmental body or governmental employee;

(c) Any third-party property owner or persons acting on behalf of such property owner; or

(d) Any holder of a permit, invitee, trespasser, or other person present at the site or in the vicinity of any NEVADA pole, duct, conduit, or right-of-way

in any capacity other than as a NEVADA employee or person acting on NEVADA's behalf.

In no event shall NEVADA be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on NEVADA's behalf, cable cuts by persons other than NEVADA's employees or persons acting on NEVADA's behalf, or other causes beyond NEVADA's control which occur at sites subject to this Agreement.

22.5 Damage to Facilities

Except as otherwise specifically provided in this section, neither Party shall be liable to the other Party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other Party's facilities attached to NEVADA's poles or placed within or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

22.5.1 Each Party (the "responsible Party"), and persons acting on behalf of the responsible Party, shall exercise due care to avoid damaging the facilities of the other Party (the "injured Party"). In the event such damage occurs, the responsible Party or persons acting on behalf of the responsible Party shall immediately report such damages to the injured Party, and the injured Party shall promptly make such arrangements as may be necessary to restore service to its customers using the facilities affected.

22.5.2 The responsible Party shall reimburse the injured Party for the actual costs incurred by the injured Party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible Party.

22.5.3 The responsible Party shall reimburse the injured Party for the actual costs incurred by the injured Party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible Party's behalf; provided, however, that the injured Party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible Party shall not be liable to the injured Party under this section until the injured Party's claims against the independent contractor causing the damage have been adjudicated or

settled and the amount of the injured Party's claim against the responsible Party is determinable.

22.5.4 NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SECTIONS 22.5.3-22.5.4.

22.5.5 THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.6 No Limitations of Liability in Contravention of Federal or State Law

Nothing contained in this article shall be construed as exempting either Party from any liability, or limiting such Party's liability, in contravention of federal law or in contravention of the laws of this State.

22.7 Claims Against Third Parties

Nothing contained in this article shall be construed as requiring either Party to forego any claims that such Party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other Party's employees) acting on the other Party's behalf.

ARTICLE 23: INSURANCE

23.1 Insurance Required

Applicant shall comply with the insurance requirements specified in this section.

23.1.1 Unless Applicant has provided proof of self-insurance as permitted in Section 23.2 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance policies specified in APPENDIX IV of this Agreement. Each policy shall name NEVADA as an additional insured and shall include provisions requiring the insurer to give NEVADA notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting NEVADA's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

23.1.2 Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by NEVADA. For authorized contractors and other contractors performing work on, within, or in the vicinity of

NEVADA's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.

23.1.3 Authorized contractors and other contractors performing work on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on NEVADA's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to NEVADA for any damages resulting from its failure to do so.

23.1.4 Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.2.

23.2 Proof of Insurance or Self-insurance

Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

23.2.1 Applicant shall submit to NEVADA adequate proof (as determined by NEVADA) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide NEVADA with certifications that required coverages will not be canceled, changed or materially altered (e.g., by increasing deductibles or altering exclusions from coverage) except after 30 days written notice to NEVADA.

23.2.2 NEVADA will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. NEVADA will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and NEVADA is satisfied that such entity will be able to meet its liability obligations under this Agreement.

23.2.3 Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the

vicinity of NEVADA's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way.

23.3 Licensing Contingent on Proof of Insurance

All insurance required in accordance with APPENDIX IV, or self-insurance as permitted in Section 23.2, must be in effect before NEVADA will issue pole attachment or conduit occupancy permits under this Agreement and shall remain in force until all of Applicant's facilities have been removed from NEVADA's poles, ducts, conduits, and rights-of-way.

23.4 Failure to Obtain or Maintain Coverage

Applicant's failure to obtain and maintain the required levels and types of insurance coverage required under this Agreement shall be grounds for termination of this Agreement and permits subject to this Agreement. If an insurance carrier shall at any time notify Applicant or NEVADA that any policy or policies of insurance required under this Agreement will be canceled or changed in any manner which will result in Applicant's failure to meet the requirements of this Agreement, NEVADA may terminate this Agreement and all permits subject to this Agreement not less than 60 days after giving Applicant written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless Applicant has obtained (or made arrangements satisfactory to NEVADA to obtain) the required coverage from another source. In the alternative, NEVADA may, in its sole discretion, elect to take such action as may be necessary to keep such policy in effect with the required coverages.

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.1 Assignment Permitted

Neither Party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.

24.1.1 NEVADA may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with NEVADA or which acquires or succeeds to ownership of substantially all of NEVADA's assets.

24.1.2 Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without NEVADA's consent, to: any telecommunications carrier or cable system operator which"

(a) Is entitled to access to NEVADA's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act; and

(b) Controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however, that such assignment shall not be effective until Applicant has given NEVADA written notice of the assignment pursuant to Section 24.3 and guaranteed the performance of Applicant's assignee or successor.

Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.

24.1.3 Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without NEVADA's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to NEVADA that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third

party shall succeed to all rights and remedies of Applicant under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to NEVADA for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

24.1.3.1 In the event Applicant or Applicant's lender requests that NEVADA, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse NEVADA for all expenses incurred by NEVADA in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by NEVADA in processing the request.

24.1.3.2 In the event Applicant or Applicant's lender desires that NEVADA provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify NEVADA's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well as to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on NEVADA in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.

24.1.4 Either Party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other Party and with such other Party's prior written consent, which consent may be withheld only for due cause and justification.

24.1.5 No assignment or transfer by Applicant of rights under this Agreement, permits subject to this Agreement, or authorizations granted under this

Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured NEVADA's prior written consent to the assignment or transfer, if necessary, and given NEVADA notice of the assignment or transfer pursuant to Section 24.3.

24.1.6 Except as otherwise expressly provided in this article, neither this Agreement, nor any permits or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without NEVADA's prior written consent.

24.2 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity

When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.3 Notice of Assignment

Applicant shall provide NEVADA with 60 days advance notice in writing of any assignment.

24.4 Assignment Shall Not Relieve Applicant of Prior Obligations

Except as otherwise expressly agreed by NEVADA in writing, no assignment permitted by NEVADA under this Agreement shall relieve Applicant of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.5 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities

NEVADA may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.6 Satisfaction of All Other Licensing Requirements

Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to NEVADA that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as provided in Section 17.3, that all facilities owned or used by such assignee or successor and presently attached to NEVADA's poles or placed within any portion of NEVADA's

conduit system within this State have been disclosed to NEVADA and are subject to existing permits and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.7 Additional Post-Assignment Requirements

Applicant's assignee or successor shall, within 60 days following the assignment:

(a) Sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and permits subject to this Agreement;

(b) Provide proof, satisfactory to NEVADA, of such assignee's assumption of the obligations of this Agreement; and

(c) Pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to NEVADA's Poles, Ducts, Conduits, or Rights-of-Way between NEVADA and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

24.8 Sub-permits Prohibited

Nothing contained in this Agreement shall be construed as granting Applicant the right to sub-permit any rights under this Agreement or permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Applicant shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Applicant or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR PERMITS; REMEDIES FOR BREACHES

25.1 Termination Due to Non-Use of Facilities or Loss of Required Authority

Applicant shall, by written notice to NEVADA, terminate this Agreement and all permits subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to NEVADA's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of NEVADA's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to NEVADA, terminate individual permits subject to this Agreement if:

(a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to such permits; or

(b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.

Responsibility for terminating this Agreement or individual permits under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual permits pursuant to this section shall be a material breach of this Agreement.

25.2 Limitation, Termination, or Refusal of Access for Certain Material Breaches

Applicant's access to NEVADA's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of NEVADA or any joint user, cause material damage to NEVADA's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of NEVADA or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of NEVADA's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, NEVADA may limit, terminate or refuse access if Applicant violates this provision; provided, however, that such limitation, termination or refusal will be limited to Applicant's access to poles, ducts, conduits, and rights-of-way located in NEVADA's construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable Applicant to adopt suitable controls to prevent further violations, and shall be subject to review, at Applicant's request, pursuant to the dispute resolution procedures set forth in this Agreement (or, if applicable, the Parties' interconnection agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event Applicant invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction of the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the Parties or by order of the tribunal having jurisdiction over the Parties' dispute.

25.3 Notice and Opportunity to Cure Breach

In the event of any claimed breach of this Agreement by either Party, the aggrieved Party may give written notice of such claimed breach as provided in this section.

25.3.1 The notice shall set forth in reasonable detail:

(a) The conduct or circumstances complained of, together with the complaining Party's legal basis for asserting that a breach has occurred;

(b) The action believed necessary to cure the alleged breach; and

(c) Any other matter the complaining Party desires to include in the notice.

25.3.2 Except as provided in Section 25.2 and Section 25.3.3 of this section, the complaining Party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and:

(a) The breaching Party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days; or

(b) The breaching Party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either Party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

25.3.3 Nothing contained in this section shall preclude either Party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other Party which threatens the complaining Party with irreparable injury, loss or damage without first giving the notice otherwise required by Section 25.3.2.

25.4 Remedies for Breach

Subject to the provisions of this article and the dispute resolution procedures of Article 30, either Party may terminate this Agreement in the event of a material breach by the other Party or exercise any other legal or equitable right which such Party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.7, in any action based on an alleged breach of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred by such Party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.1 No Waiver

The failure by either Party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either Party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.1 Effective Date

This Agreement shall be effective as of the ___ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the Parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.2 Initial Term

Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.3 Automatic Renewal

Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.4 Elective Termination

Either Party may terminate this Agreement by giving the other Party at least six months prior written notice as provided in this section.

27.4.1 Applicant may terminate this Agreement with or without cause.

27.4.2 The Parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that

is, February 8, 2001). The Parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the Parties agree that NEVADA may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, NEVADA may terminate this Agreement with or without cause, subject to the provisions of Section 27.4.4 and Section 27.5 below.

27.4.3 The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.

27.4.4 The elective termination of this Agreement by NEVADA under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA and shall be subject to the provisions of Section 27.5 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to NEVADA's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.5 Effect of Elective Termination

Elective termination of this Agreement by Applicant, as permitted under Section 27.4 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to NEVADA under this Agreement. Elective termination of this Agreement by NEVADA shall not affect NEVADA's obligations to afford access to NEVADA's poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

28.1 Information Provided by Applicant to NEVADA

Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Applicant to NEVADA in connection with this Agreement (including but not limited to information submitted in connection with Applicant's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy

permits) shall be deemed to be "confidential" or "proprietary" information of Applicant and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Applicant's review of records regarding a particular market area, or relating to assignment of space to Applicant in a particular market area, and further includes knowledge or information about the timing of Applicant's request for or review of records or its inquiry about NEVADA facilities. This article does not limit the use by NEVADA of aggregate information relating to the occupancy and use of NEVADA's poles, ducts, conduits, and rights-of-way by firms other than NEVADA (that is, information submitted by Applicant and aggregated by NEVADA in a manner that does not directly or indirectly identify Applicant).

28.2 Access Limited to Persons with a Need to Know

Confidential or proprietary information provided by Applicant to NEVADA in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.3-28.6.

28.3 Permitted Uses of Applicant's Confidential Information

Notwithstanding the provisions of Sections 28.1 and 28.2 above, NEVADA and persons acting on NEVADA's behalf may utilize Applicant's confidential or proprietary information for the following purposes:

(a) Posting information, as necessary, to NEVADA's outside plant records;

(b) Placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing NEVADA's poles, ducts, conduits, and rights-of-way and any NEVADA facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way;

(c) Performing NEVADA's obligations under this Agreement and similar agreements with third parties;

(d) Performing NEVADA's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act;

(e) Determining which of NEVADA's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for NEVADA's own use, and making planning, engineering, construction, and budgeting decisions relating to NEVADA's poles, ducts, conduits, and rights-of-way;

(f) Preparing cost studies;

(g) Responding to regulatory requests for information;

(h) Maintaining NEVADA's financial accounting records; and

(i) Complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.4 Access by Third Parties

Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to NEVADA's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.3 of this Agreement.

28.5 Defense of Claims

In the event of a dispute between NEVADA and any person or entity, including Applicant, concerning NEVADA's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, NEVADA may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that NEVADA shall not disclose Applicant's proprietary or confidential information without first, at NEVADA's option:

(a) Obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information;

(b) Seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

(c) Providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.6 Response to Subpoenas, Court Orders, and Agency Orders

Nothing contained in this article shall be construed as precluding NEVADA from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided,

however, that NEVADA shall not disclose Applicant's proprietary or confidential information without first, at NEVADA's option:

(a) Obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information;

(b) Seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or

(c) Providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.7 Other Uses of Confidential Information

No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.1 Notices to Applicant

Except as otherwise provided in APPENDIX VI ("Notices to Applicant"), all written notices required to be given to Applicant shall be delivered or mailed to Applicant's duly authorized agent or attorney, as designated in this section.

29.1.1 Such notice may be delivered to Applicant's duly authorized agent or attorney in person or by agent or courier receipted delivery.

29.1.2 Such notice may be mailed to Applicant's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

29.1.3 Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

29.1.4 Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Susan McAdams

Title: Vice President, Government & Industry Affairs

Firm: New Edge Network, Inc. d/b/a New Edge Networks

Address: 3000 Columbia House Blvd., Suite 106

City/State/Zip: Vancouver, WA 98661

29.2 Notices to NEVADA

Except as otherwise provided in APPENDIX VII ("Notices to NEVADA"), all written notices required to be given to NEVADA shall be delivered or mailed to NEVADA's duly authorized agent or attorney, as designated in this section.

29.2.1 Such notice may be delivered to NEVADA's duly authorized agent or attorney in person or by agent or courier receipted delivery.

29.2.2 Such notice may be mailed to NEVADA's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

29.2.3 NEVADA may authorize delivery of the notice by telephonic document transfer to NEVADA's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

29.2.4 On the effective date of this Agreement, and until further notice to Applicant, NEVADA's duly authorized agent shall be the Structure Licensing Coordinator ("SLC") designated in APPENDIX VIII.

29.3 Changes in Notice Requirements

Either Party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other Party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: DISPUTE RESOLUTION

30.1 Purpose

The provisions of this article are intended to minimize litigation between the Parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the Parties arising under this Agreement may be submitted by either Party for resolution under this article.

30.2 Exclusive Remedy for Monetary Claims under $25,000

Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the Parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of $25,000 or less which arises out of or in connection with this Agreement.

30.3 Prerequisite to Litigation

The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by NEVADA to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either Party against the other with respect to such contested charges until the Parties have engaged in good faith negotiations as provided in Section 30.4, and, if the Parties agree, in mediation under Section 30.5.

30.4 Good Faith Negotiation

Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

30.4.1 With respect to any dispute subject to the provisions of this article, either Party may initiate negotiation proceedings by writing a certified or registered letter to the other Party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.

30.4.2 The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.

30.4.3 If the correspondence does not resolve the dispute, each Party, at the request of either Party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall 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.

30.4.4 Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.5 Mediation

If the Parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the Parties.

30.5.1 If agreed to by the Parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the Parties, for mediation, that is, an informal, non-binding conference or conferences between the Parties in which a mediator will seek to guide the Parties to a resolution of the dispute.

30.5.2 If the dispute is referred to the American Arbitration Association, the Parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the Parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the Parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

30.5.3 Mediation sessions shall be private.

30.5.4 All records, reports or other documents considered by the mediator shall be confidential.

30.5.5 The Parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

30.5.6 The Parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:

(a) Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;

(b) Admissions made by the other Party during the mediation proceedings;

(c) Proposals made or views expressed by the mediator; or

(d) The fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

30.5.7 Sections 30.5.5 and 30.5.6 of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any Party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.

30.5.8 The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.6 Arbitration

If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in Section 30.4.1f this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of $25,000 or less which arises out of or in connection with this Agreement. The Parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds $25,000, but they shall not be required by this Agreement to do so.

30.6.1 Either Party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.

30.6.2 Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.

30.6.2.1 Each Party may submit in writing to any other Party, and such other Party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.

30.6.2.2 Additional discovery may be permitted upon mutual agreement of the Parties or upon order of the arbitrator on a showing of good cause.

30.6.3 The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the Parties or by the arbitrator on a showing of good cause.

30.6.3.1 The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the Parties to a different venue, in Reno, Nevada.

30.6.3.2 The Parties shall submit written briefs five days before the hearing.

30.6.3.3 The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

30.6.3.4 The arbitrator shall have no authority to order punitive or consequential damages.

30.6.3.5 Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.7 <u>Costs</u>

Except as specifically provided in this section, each Party shall bear its own costs of all dispute resolution procedures under this article.

30.7.1 A Party seeking discovery shall reimburse the responding Party for the costs incurred by the responding Party in producing documents.

30.7.2 The Parties shall equally split the fees of the arbitration and the arbitrator.

30.8 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act

Nothing contained in this article shall abridge the rights of either Party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the Parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.5 or by binding arbitration under Section 30.6.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.1 No Reciprocal Access to Applicant's Facilities

This Agreement does not include provisions for reciprocal access by NEVADA to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.1 Entire Agreement

This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the Parties.

32.2 Prior Agreements Superseded

This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and NEVADA relating to the placement and maintenance of Applicant's facilities on and within NEVADA's poles, ducts, and conduits within this State.

32.3 Amendments Shall Be in Writing

Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both Parties.

32.4 Survival of Obligations

Any liabilities or obligations of either Party for acts or omissions prior to the termination of this Agreement, any obligations of either Party under provisions of this Agreement relating to confidential and proprietary information,

indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.5 Multiple Counterparts

This Agreement may be executed in multiple counterparts.

32.6 Effect on Permits Issued Under Prior Agreements

All currently effective pole attachment and conduit occupancy permits granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.7 Force Majeure

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other Party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.8 Severability

If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either Party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.9 Choice of Law

Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of this State, applied without regard to the provisions of this State’s laws relating to conflicts-of-laws.

32.10 Changes in the Law

Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the Parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

[ ] Applicant desires to have access to NEVADA's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to NEVADA's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. NEVADA is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each Party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each Party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

[ ] This Agreement has been entered into as a result of private negotiation between the Parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of

the legislative body, court, or regulatory agency. In the event of such a change in the law, each Party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other Party. If negotiations fail, disputes between the Parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either Party from seeking appropriate relief from the FCC in connection with the Parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each Party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

33.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

NEVADA BELL TELEPHONE COMPANY

By: _____
Signature of NEVADA's Authorized Officer/Employee

_____
Name of NEVADA's Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of NEVADA's Authorized Officer/Employee

_____
Date

_____
City and State of Execution by NEVADA

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

_____
Name of Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of Authorized Officer/Employee

_____
Date

_____
City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF RATES, FEES, AND CHARGES

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to NEVADA pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.1 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

1. Pole Attachment Fees

1.1 General

1.1.1 For billing purposes, pole attachments shall be considered:

a) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment; and

b) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.6 of the Master Agreement) that Applicant has removed the attached facilities from NEVADA's pole, or the date of termination of Applicant's license.

1.1.2 Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.4. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of NEVADA to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

1.2 Fees (1999 Rates)

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SCHEDULE OF RATES, FEES, AND CHARGES

Semiannual Pole Attachment Fees	Annual	Semiannual
Per pole attachment (cable service only)	$TBD	$ TBD
Per pole attachment (telecommunications carriers)	$TBD	$ TBD
Per pole attachment (other)	$ N/A	$ N/A

2. Conduit Occupancy Fees

2.1 General

2.1.1 For billing purposes, conduit occupancy shall be considered to have:

a) Begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and

b) Ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.6 of the Master Agreement) that Applicant has removed the attached facilities from NEVADA's conduit, or the date of termination of Applicant's license.

Occupancy ends only when facilities have been removed from NEVADA's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.

2.1.2 Fees shall be payable semiannually in advance on the first days of January and July.

2.2 Fees (1999 Rates)

Semiannual Per Foot Conduit Occupancy Fees	Annual	Semiannual
Full duct/duct foot (cable service only)	$ TBD	$ TBD
Full duct/duct foot (telecommunications carriers)	$ TBD	$ TBD
Full duct/duct foot (other)	$ N/A	$ N/A
Half duct/duct foot (cable service only)*	$ TBD	$ TBD
Half duct/duct foot (telecommunications carriers)*	$ TBD	$ TBD
Half duct/duct foot (other)*	$ N/A	$ N/A

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SCHEDULE OF RATES, FEES, AND CHARGES

*Each inner duct is billed at the half duct rate.

2.2.1 Facility footage shall be measured:

a) From the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes;

b) From the center of a manhole to the end of a duct not terminated in a manhole; or

c) From the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

2.2.2 Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in Sections 2.2.3-2.2.4 below.

2.2.3 If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.

2.2.4 A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.

2.2.5 When Applicant's facilities are installed within inner duct, a single semiannual one-half duct conduit occupancy fee will apply to each inner duct occupied.

3. Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.

4. Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by NEVADA's contractors, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA for such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). If pre-license survey work is performed by NEVADA employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on pre-license survey work.

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5. Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by NEVADA's contractors, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA for such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). If such work is performed by NEVADA employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by NEVADA of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the Parties, NEVADA will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, Applicant will pay:

   (a) Half of NEVADA's charges for the project at 50 percent job completion and the remainder at 100 percent completion; and

   (b) If outside contractors are involved, half of the total compensation to be paid to outside contractors at 50 percent job completion and the remainder of NEVADA's total charges at 100 percent completion.

   NEVADA may, at its election, require Applicant to pay NEVADA's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule NEVADA pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by NEVADA to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.

6. Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in NEVADA's manholes or other portions of NEVADA's conduit system, Applicant shall pay NEVADA's full costs attributable to having a construction inspector present; provided, however, that NEVADA shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a NEVADA contractor, Applicant shall reimburse NEVADA for the actual out-of-pocket costs (without additives for administrative costs) incurred by NEVADA in connection with the presence of such inspector. If the construction inspector is a NEVADA employee, charges for the construction inspector

APPENDIX I
SCHEDULE OF RATES, FEES, AND CHARGES

shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.

7. Other Work Performed Pursuant to the Master Agreement. For all other work performed by NEVADA's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse NEVADA for the actual out-of-pocket costs incurred by NEVADA in connection with the performance of such work (plus the applicable additive, if any, to compensate NEVADA for administrative costs). For all other work performed by NEVADA's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, NEVADA's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by NEVADA's employees on such work.

8. Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, a one time contract administration fee shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, NEVADA may charge administrative record-keeping fees in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. NEVADA shall provide Applicant, on Applicant's request, a statement of the basis for the fees. Both fees shall be calculated on an actual time and materials basis.

9. Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by NEVADA on a fixed fee basis.

10. Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or commission order, hourly rates charged for NEVADA employees shall be such employees' fully loaded hourly rates.

11. Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by NEVADA to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11.1 of the Master Agreement.

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APPENDIX II
IDENTIFICATION OF APPLICANT

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: New Edge Network, Inc. d/b/a New Edge Networks

_____.

Applicant's principal place of business is located in the State of Washington
.

Applicant does business under the following assumed names:

_____.

Applicant is:

[ ] A corporation organized under the laws of the State of _____, charter no. _____;

[ ] A partnership organized under the laws of the State of _____; or

[ ] Another entity, as follows:

_____.

Applicant represents that Applicant is:

[ ] (1) A cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) A telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) A person or entity which is neither (1) nor (2) above, as follows:

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APPENDIX II
IDENTIFICATION OF APPLICANT

_____.

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APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to NEVADA's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by NEVADA to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by NEVADA to Applicant and others.

CO 4927-NEV:	Permit to Attach/Occupy
CO 4931:	Notification of Impending Telco Work
C 0019:	Cost Estimate Detail For License Work
C 0018-NEV:	Application For Pole Attachment/Conduit Occupancy
CO 4936-NEV:	Licensee Inspection Summary
CO 4930:	Request For Removal of Licensee Facilities
CO 4932:	Notification of Additional Expenditures/Work

APPENDIX IV
INSURANCE REQUIREMENTS

This Appendix IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1. Premises. As used in this Appendix, the term "premises" refers to any site located on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant's behalf may be physically present while traveling to or departing from any such site.

2. Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant's Behalf. Applicant shall maintain, at all times during the term of the Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at the premises described in Section 1 above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at premises described in Section 1 above obtain the same insurance and coverages.

3. Workers' Compensation Insurance. Applicant shall maintain, at all times during the term of the Master Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in Section 1 above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4. General Liability Insurance. To protect NEVADA and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to NEVADA. NEVADA shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide General Liability coverage with the same limits and with NEVADA added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

   4.1 The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or entity acting on

APPENDIX IV
INSURANCE REQUIREMENTS

Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

4.1.1 Personal Injury and Advertising Injury coverage.

4.1.2 Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

4.1.3 Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.

4.1.4 Explosion, Collapse, and Underground Hazard ("XCU") coverage.

4.1.5 Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

4.1.6 Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.

4.1.7 Broad Form Property Damage ("BFPD") coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

4.2 Minimum policy limits shall be as follows:

(a) General Aggregate Limit: $1,000,000.

(b) Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

(c) Sublimit for personal injury and advertising: $1,000,000.

(d) Products/Operations Aggregate Limit: $1,000,000.

(e) Each occurrence sublimit for Products/Operations: $1,000,000.

4.3 No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

APPENDIX IV
INSURANCE REQUIREMENTS

4.4 Policy language or endorsements adding NEVADA as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting NEVADA from any liability for bodily injury or property damage arising out of Applicant's operations.

5. Automobile Liability insurance. The Parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of NEVADA's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of NEVADA's poles, ducts, conduits, or rights-of-way.

6. Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7. Deductibles. No deductibles shall be allowed without the express written consent of NEVADA.

8. Claims Made Policies. Claims Made Policies will not be accepted.

9. Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to NEVADA, must be received by NEVADA prior to the issuance of any licenses pursuant to the Master Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in Section 1 above.

9.1 Certificates of Insurance using the insurance industry standard ACORD form are preferred.

9.2 Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate NEVADA as an Additional Insured.

9.3 Deductibles, if permitted, shall be listed on the Certificate of Insurance.

APPENDIX IV
INSURANCE REQUIREMENTS

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

> "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet NEVADA's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet NEVADA's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

9.5 The certificate holder shall be:

Nevada Bell Telephone Company
645 E. Plumb Lane, Room C240
Reno, Nevada 89520
ATTENTION: Structure Licensing Coordinator

9.6 Failure to object to any coverage described in a certificate shall not constitute written permission from NEVADA to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by NEVADA of any rights under the Master Agreement.

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

11. Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

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APPENDIX V
NONDISCLOSURE AGREEMENT

Nondisclosure Agreement (NEVADA Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ___ day of _____, 2000, has been entered into by and between Nevada Bell Telephone Company ("NEVADA"), a Nevada corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by NEVADA. The Parties stipulate and agree as follows:

1. NEVADA maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which NEVADA owns or controls. NEVADA represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which NEVADA intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including NEVADA's competitors.

2. NEVADA has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA.

3. Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA, or, if an individual, that he or she is acting on behalf of New Edge Network, Inc. d/b/a New Edge Networks, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to NEVADA's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize NEVADA's poles, ducts, conduits, and rights-of-way.

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NONDISCLOSURE AGREEMENT

4. NEVADA agrees that permitted uses of records and information concerning NEVADA's poles, ducts, conduits, and rights-of-way are:

   (a) Determining which poles, ducts, conduits, and rights-of-way owned or controlled by NEVADA are available for use by such cable television systems or telecommunications carriers as permitted by federal law;

   (b) Designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way; and

   (c) Contesting decisions, if any, by NEVADA not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5. Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to NEVADA's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in Section 4 above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to NEVADA a counterpart of this Agreement prior to receipt of such copies or information.

6. Recipient agrees that Recipient will not without NEVADA's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of NEVADA's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any NEVADA records furnished to Recipient pursuant to this Agreement.

7. Notwithstanding the provisions of Section 6 above, and except as provided in Section 8 below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by NEVADA to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of NEVADA's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy

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APPENDIX V
NONDISCLOSURE AGREEMENT

or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (NEVADA POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8. No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to Section 7 above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of NEVADA's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9. All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by NEVADA (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10. This Agreement applies only to records and information provided to Recipient by NEVADA and does not apply to records and information obtained by Recipient from other lawful sources.

11. This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify NEVADA in writing.

12. The Parties agree that, in the event of a breach or threatened breach of this Agreement, NEVADA may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that NEVADA's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to NEVADA. In the event of any breach of this Agreement for which legal or equitable relief is sought, NEVADA shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by NEVADA in connection with the prosecution of its claims against Recipient.

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13. This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either Party as provided herein. Either Party may, at any time, with or without cause, terminate this Agreement by giving the other Party 60 days' advance written notice of its decision to terminate. The Parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14. This Agreement shall benefit and be binding on the Parties below and their respective heirs, successors, and assigns.

15. This Agreement will be governed by the laws of the State of Nevada.

16. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

New Edge Network, Inc. d/b/a New Edge Networks Recipient (Print or Type Name)	Nevada Bell Telephone Company
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

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APPENDIX VI
NOTICES TO APPLICANT

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1. Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.1 of the Master Agreement.

2. Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.3 of the Master Agreement.

3. Special notice provisions. The following special notice provisions, if any, shall apply:

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APPENDIX VII
NOTICES TO NEVADA

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1. Notices to NEVADA shall be given to the Structure Licensing Coordinator ("SLC") designated in APPENDIX VIII of the Master Agreement. The Structure Licensing Coordinator is generally responsible for coordinating applications for access to NEVADA's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the SLC shall be given in writing in the manner prescribed in Section 29.2. Notices to be sent to the SLC include, but are not limited to, notices under the following provisions of the Master Agreement.

7.1 Notification of Designation of Primary Point of Contact

7.3.1 Notification of intent to review records

8.XX All Notifications in Article 8

9.XX All Notifications in Article 9

10.4.5 Notification Regarding Make-Ready Work

12.4 Notification of occupation of maintenance duct for short-term use

12.5 Notification of Applicant's maintenance contact

13.1 Notification of planned modifications

14.2.3 Notification of Applicant's desire to add to or modify its existing attachment

15.2.2 Notification of occupation of maintenance duct for short-term emergency use

15.3 Notification of emergency repair coordinators

16.1 Notification that facilities have been brought into compliance

17.2.3 Disclaimer of ownership or responsibility for untagged facilities

17.6 Notification of Applicant's response to ownership of facilities in question

18.1.1 Notice of intent to remove facilities

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NOTICES TO NEVADA

18.1.5 Notice of intent to terminate license

18.6 Notification of completion of removal of facilities

20.1.3 Notification of change of bond

21.17 Notification of claims

23.XX All notifications of insurance coverage in Article 23

24.3 Notification of assignment

25.1 Notification of termination

25.3 Notification of cure of breach

27.4 Notice of elective termination

29.3 Notification of change in notice requirements

2. Other notices. The following notices may be given orally or in writing (including fax) and shall be given to NEVADA's Local Operations Center ("LOC") at 1-800-565-5504 instead of the SLC.

6.5.1 Notifications relating to electrical interference

6.9.4 Notifications of unsafe conditions

6.11.1 Notification of manhole entry

6.13.3 Notification of environmental contaminants

10.2.2 Notification of materials required for self-provisioning of inner duct

15.4 Notification of conditions requiring emergency repair

15.6.1 Notification of performing corrective work on emergency repair. (advanced notice)

15.6.2 Notification of performing corrective work on emergency repair.

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(no advanced notice)

3. Additional information and questions concerning notice requirements. The SLC, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to NEVADA's LOC. Questions to NEVADA concerning notice requirements should be directed to the SLC. The SLC is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

4. Appendix may be made by NEVADA from time to time in accordance with the provisions of Section 29.3 of the Master Agreement.

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APPENDIX VIII
IDENTIFICATION OF STRUCTURE LICENSING COORDINATOR

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Structure Licensing Coordinator for Nevada is named below. Notices to the Structure Licensing Coordinator should be addressed as follows:

Name:	Maureen McNamara
Title:	Outside Plant Design Engineer
Firm:	Nevada Bell Telephone Company
Address:	645 E. Plumb Lane, Room C240
City/State/Zip:	Reno, Nevada 89520