

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
1	ROW 2.3	a) Delete "As used in this Agreement, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC-13STATE structures (such as huts and cabinets) which branch off from or are connected to SBC-13STATE's conduit."  c) OK to leave as original (4/4/01)		b) Leave as original (4/4/01)	<b>Closed</b> 4/4/01
2	ROW 2.8	a) Insert " <b>necessary</b> " between "...refers to all" and "work performed to be..."		b) OK with changes (4/4/01)	<b>Closed</b> 4/4/01
3	ROW 3.1	a) Insert " <b>and competitively neutral</b> " between "...shall provide non-discriminatory" and "access to SBC-13STATE's..."; Add "in accordance with applicable law" to the end of the 1st sentence.		b) OK with changes (4/4/01)	<b>Closed</b> 4/4/01
4	ROW 3.3	a) Add to the end of the last sentence, " <b>and shall contain provisions requiring the transferee to recognize any interest of any Attaching Party in the Structure obtained hereunder</b> " d) MCLD agrees with SBC. MCLD will draft the language for paragraph 3.3.1 and send to SBC (John Garza) for review. Paragraph 3.3 will remain as original. (6/13/01)		b) SBC understands MCLD's concern about compromising the integrity of our network. SBC will take back and review. (4/4/01)  c) SBC is okay with the concept that MCLD is proposing with the additional language, however, the concern is that the last sentence is talking about 'notice'. SBC feels that the idea wld best be captured in a separate paragraph, numbered 3.3.1, and leaving paragraph 3.3 as it is. (6/19/01)	<b>Close</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
	MCLD proposed language for new paragraph 3.3.1	e) The language for paragraph 3.3.1 shd read, "All conveyances or transfers of pole, duct, conduit or right-of-way shall contain provisions requiring the transferee to recognize any interest of any Attaching Party in the Structure obtained hereunder." 6/21/01. g) No response from SBC as of 9/21/01 meeting. Issue closed. (9/21/01)		f) SBC is to review the proposed language in 'e'. If there are no changes, then this item may be closed. (6/21/01)	
5	ROW 4.4	d) OK with suggestion in 'c'. (5/17/01)		b) Same issue as in #4. (4/4/01) c) Suggest restoring to original language; and inserting after the heading and before the paragraph language, "[Applicable only in the event that this is not part of an Interconnection Agreement.]" (5/17/01)	Closed 5/17/01
6	ROW 4.5 (2nd 4.3)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "Elective Termination by SBC-13STATE." Also see concern expressed in #5. (4/4/01) d) OK with suggestion in 'c'. (5/17/01)		b) Same issue as in #4. (4/4/01) c) Suggest restoring to original language; and inserting after the heading and before the paragraph language, "[Applicable only in the event that this is not part of an Interconnection Agreement.]" (5/17/01)	Closed 5/17/01
7	ROW 4.6 (follows 2nd 4.3)	a) Delete the last sentence. ( <i>Paragraph begins</i> , "Effect of Elective Termination.") Also see concern expressed in #5. (4/4/01)		b) Same issue as in #4. (4/4/01)	Closed 5/17/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		d) OK with suggestion in 'c'. (5/17/01)		c) Suggest restoring to original language; and inserting after the heading and before the paragraph language, "[Applicable only in the event that this is not part of an Interconnection Agreement.]" (5/17/01)	
<b>8</b>	ROW 5.1	<p>a) Delete ", and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference,"</p> <p>c) As paragraph is written, SBC could, via the guidelines, unilaterally change the meaning of the agreement. (4/4/01)</p> <p>e) OK with the addition. However, concern is the length of time for the Dispute Resolution process. Would like to consider a possible abbreviated/accelerated Dispute Resolution process, particularly when it has customer impact. (4/4/01)</p> <p>g) Upon further review, MCLD suggests keeping the original language and inserting a sentence at the end which states "<b>The Guidelines for Access shall not be changed during the term hereof in a manner which adversely affects Applicant's rights hereunder or otherwise adversely affects Applicant's ability to meet its service obligations.</b>" The default is already dispute resolution, does not serve a purpose to restate it. (5/17/01)</p>		<p>b) The Guidelines are in the CLEC handbook rather than in the contract to maintain flexibility because systems are dynamic. (4/4/01)</p> <p>d) SBC suggests adding language to paragraph that says <i>if MCLD believes the guidelines materially impair or contradict the agreement, then CLEC can proceed to dispute resolution</i> . (4/4/01)</p> <p>f) Willing to review idea and look at language suggestion, with the understanding that such a process would only be considered if it is limited to the ROW section in the circumstances discussed. (4/4/01)</p> <p>h) OK with MCLD suggestion in 'g', but wld like to add another sentence to end for clarification, "<b>Any disputes arising hereunder shall be handled in accordance with Dispute Resolution in the Interconnection Agreement.</b>" (5/17/01)</p>	<b>Closed</b> <b>5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		i) OK with new language. <b>Paragraph will read, "Entire Agreement. This Agreement, together with the interconnection agreement, if any, of which this Agreement is a part, and the Guidelines for Access to SBC-13STATE Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and agreement of the parties. The Guidelines for Access shall not be changed during the term hereof in a manner which adversely affects Applicant's rights hereunder or otherwise adversely affects Applicant's ability to meet its service obligations. Any disputes arising hereunder shall be handled in accordance with Dispute Resolution in the Interconnection Agreement."</b> (5/17/01)		j) OK with language. (5/17/01)	
<b>9</b>	ROW 5.2	a) Insert at the beginning of the paragraph, " <b>At the election of Attaching Party on a case by case basis,</b> "  c) OK with original language. (5/17/01)		b) SBC wants this to apply because it is 13 states. If there are agreements out there that MCLD doesn't want to be superceded, then the agreements must be identified by state. (4/4/01)	<b>Closed 5/17/01</b>
<b>10</b>	ROW 5.6	a) Add to the end of the last sentence, " <b>Agreement if so elected by Attaching Party pursuant to Section 5.2 above.</b> " c) MCLD is okay with original language. (6/19/01)		b) Related to issue as in #4 (re: Attachments).	<b>Closed 6/19/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
11	ROW 5.7	a) Replace "acts of the United States of America or any state, territory, or political subdivision thereof," with " <b>but not limited to</b> "; Delete the last phrase of the 1st sentence, "provided, however, that Force Majeure will...at work locations." c) OK with suggestion noted in 'b'. (4/4/01)		b) The deleted language is typical and shd remain. Willing to leave in the addition of "but not limited to" if we keep the deleted portions. (4/4/01)	Closed 4/4/01
12	ROW 6	a) Replace the 2nd "WARRANTIES" in the 1st sentence with " <b>RIGHTS OF WAY</b> "		b) OK with change (4/4/01)	Closed 4/4/01
13	ROW 7	a) Capitalize "agreement" at the end of the sentence		b) OK with change (4/4/01)	Closed 4/4/01
14	ROW 8.9 (2nd 8.8, following 8.8.4 thru 2nd 8.8.1)	a) Delete this entire section, numbered as 8.9 - 8.9.2. <b>Section reads:</b> "Miscellaneous Claims, Attaching Party shall indemnify, on request defend, and hold SBC-13STATE harmless from any and all Claims, of every kind...8.8.1 claims based on the violation of Attaching Party of any...programs or other program material." c) OK with leaving paragraphs in as they were in original (4/4/01)		b) Leave language in (4/4/01)	Closed 4/4/01
15	ROW 8.9 (2nd 8.8, following 8.8.4)	a) Replace the reference of "8.3 - 8.10" with the new reference "8.3 - 8.9"		b) References in this paragraph remain the same (Because not deleting paragraphs-see #14) (4/4/01)	Closed 4/4/01
16	ROW 9.2 (1st 9.2)	a) Delete entire paragraph ( <i>Paragraph begins, "SBC-13STATE Not Liable to Attaching Party for Acts of Third Parties or Acts of God."</i> ) c) OK with leaving paragraph contingent on the appropriate reference -- Section 9.5 does not exist in the agreement. Not sure what is being referenced. (4/4/01)		b) Leave paragraph in (4/4/01)  d) Believe it shd be paragraph 8.10 (2 paragraphs previous, which begins "SBC-13STATE's General Indemnity Obligations to Attaching Party.") (4/4/01)	Closed 4/4/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		e) MCLD approves original language with reference changed to 8.10. (4/4/01)			
<b>17</b>	ROW 10.2	a) Delete from the end, "and Commercial Automobile Liability Policy" c) OK with leaving as original (4/4/01)		b) Leave language in (4/4/01)	<b>Closed 4/4/01</b>
<b>18</b>	ROW 11.1	a) Insert " <b>without the prior written consent of the other</b> " after "...under this Agreement" and before "except as provided..." b) Would suggest that all assignments require consent cannot be unreasonably withheld, and this wld be reciprocal. (4/4/01)  e) OK with language in 'd'. (5/17/01)		c) SBC agrees with the suggestion. (4/4/01)  d) Insert " <b>which consent cannot be unreasonably withheld,</b> " following the MCLD inserted language from 'a'. <b>Paragraph wld read, "<u>Assignment Permitted</u>. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other, which consent cannot be unreasonably withheld, except as provided in this section."</b> (5/17/01)	<b>Closed 5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
19	ROW 11.1.1 (1st 11.1.1)	<p>a) Replace "SBC-13STATE" with "Either Party"; Replace "Attaching Party's" with "the other party's"; Delete "SBC-13STATE" in the last two phrases; Add "that Party's assets" to the end of the paragraph. <b>Paragraph shd read: "Either Party may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without the other Party's consent, to any entity controlling, controlled by, or under common control with or which acquires or succeeds to ownership of substantially all of that party's assets."</b></p> <p>d) OK with suggestion in 'c'. Add to the end of the paragraph, "<b>The Applicants must conform to conditions set forth in the General Terms and Conditions in this Interconnection Agreement.</b>" (5/17/01)</p> <p>e) Paragraph wld read, "Either Party may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without the other Party's consent, to any entity controlling, controlled by, or under common control with or which acquires or succeeds to ownership of substantially all of that assignor's assets. The Assignors must conform to conditions set forth in the General Terms and Conditions in this Interconnection Agreement." (5/17/01)</p>		<p>b) Same issue as # 18 (4/4/01)</p> <p>c) Agree to being reciprocal; OK with assignment if there is notice and parties take the requisite conditions in the General Terms &amp; Conditions. Also, wld be clearer if changed 'party' to 'assignors' (5/17/01)</p> <p>f) OK with language in 'e'. (5/17/01)</p>	<b>Closed 5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
20	ROW 11.1.2 (2nd 11.1.1, following 1st 11.1.1)	<p>a) Delete "under the following conditions"; <b>Shd read</b> "Overlapping of Attaching Party's facilities on SBC-13STATE poles by a third party will be allowed." Delete this entire section (11.1.2.1 - 11.3).</p> <p>b) MCLD is concerned that this section requires us to redo the entire process for poles, that has already been approved. This becomes an opportunity for additional delays and subjects us to needless costs. (4/4/01)</p> <p>d) Think that wld work. But we still need to identify time frames (for our planning needs), otherwise this can go on with no resolution. What is the process and timing? (4/4/01)</p> <p>g) MCLD is okay with the delay, provided that it is addressed prior to MCLD's arbitration window opening on 7/17/01.</p>		<p>c) If we were talking about an abbreviated agreement, such as a form - for our inventory purposes - and then referenced the attachment, wld that be satisfactory? (4/4/01)</p> <p>e) SBC will investigate the procedure and timing associated with it. Keeping in mind MCLD's concerns and the general discussion. (See #21 - #23) (4/1/01)</p> <p>f) SBC is currently in the midst of arbitration on this issue. Consequently, we are not prepared to propose any language at this time. SBC wld like to address this at a later time. (6/19/01)</p> <p>g) SBC proposes the following language to replace paragraphs 11.1.2 - 11.1.2.4: <u>11.1.2 Overlapping of Attaching Party's facilities on SBC-13STATE poles by a third party will be allowed under the following conditions:</u></p>	Open
	SBC proposed language 8/8/01				

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
	<p>MCLD proposed language 8/23/01</p>	<p>h) MCLD proposes modifying SBC proposed language for paragraphs 11.1.2.1 - 11.1.2.3:            11.1.2.1 Prior to Overlashing, the Attaching Party shall, provide SBC-13STATE with notice of the proposed overlashing specifying the name and address of the Overlashing entity and the locations and pole numbers of the poles on the route to be overlashed.            11.1.2.2 The Overlashed facility shall comply with all of the standards provided in Section 16, below.            11.1.2.3 The Overlashed facility shall be treated as the facility of the Attaching Party with respect to the provisions of this Appendix and this Agreement, excluding however, the requirements for occupancy permits, make ready surveys, make ready work and rearrangement of facilities, emergency replacement of poles and inspections.</p>		<p>11.1.2.1 Prior to Overlashing, the Attaching Party shall, on the form prescribed, provide SBC-13STATE with notice of the proposed overlashing specifying the name and address of the Overlashing entity, the locations and pole numbers of the poles on which overlashing will be made, the character of the overlashed attachments, whether the Overlashing entity will provide telecommunications services on the facilities to be overlashed, and such other information as SBC-13STATE may reasonably require.</p> <p>11.1.2.2 The Overlashed facility shall comply with all of the standards provided in Section 16, below.</p> <p>11.1.2.3 The Overlashed facility shall be treated as the facility of the Attaching Party with respect to the provisions of this Appendix and this Agreement, including, but not limited to, with regard to the requirements for occupancy permits, make ready surveys, make ready work and rearrangement of facilities, emergency replacement of poles and inspections. (8/8/01)</p>	

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		<p>i) MCLD's concern is that since MCLD has completed the requirements to attach to the poles, that situations where there is an overlashing SBC shd not need to have the overlashing entity go thru the whole process. We understand that SBC needs to be informed and that safety requirements and limitations will apply to the overlashing entity. However, this process shd not require the time or expense for information that SBC already possesses and is not reasonable and necessary for overlashing. As stated in previous conversations (noted in 'b', 'c' and 'd'), MCLD is looking for an abbreviated process to avoid time delays and needless costs. (9/21/01)</p> <p>k) MCLD accepts the language for paragraph 11.1.2.1 that is proposed in 'j'; MCLD accepts the language for paragraph 11.1.2.2 that was proposed in 'g'; MCLD acknowledges SBC's concern with liability and agrees it is appropriate to address the concern in paragraph 11.1.2.3. Once received, MCLD will be able to review the proposed language after the arbitration window is closed (9/2901).</p>	<p>SBC to propose language to address paragraph 11.1.2.3 (9/21/01)</p>	<p>j) SBC's concern is liability. SBC wld like to take another stab at the language in the last paragraph, and attempt to add some language that wld address liability. SBC cld get some alternate language to MCLD by next week.</p> <p>Also, regarding paragraph 11.1.2.1 and MCLD's concerns stated in 'i', SBC proposes that the <b>paragraph read, "Prior to Overlashing, the Attaching Party shall, on the form prescribed, provide SBC-13STATE with notice of the proposed overlashing specifying the name and address of the Overlashing entity, the locations and pole numbers of the poles on the route to be overlashed, the character of the overlashed attachments, and such other information as SBC-13STATE may reasonably require."</b> (9/21/01)</p>	

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		<p><b>Language for paragraphs 11.1.2 - 11.1.2.2 will read:</b>            "11.1.2 - Overlashing of Attaching Party's facilities on <u>SBC-13STATE</u> poles by a third party will be allowed under the following conditions. 11.1.2.1 - Prior to Overlashing, the Attaching Party shall, on the form prescribed, provide SBC-13STATE with notice of the proposed overlashing specifying the name and address of the Overlashing entity, the locations and pole numbers of the poles on the route to be overlashed, the character of the overlashed attachments, and such other information as SBC-13STATE may reasonably require. 11.1.2.2 - The Overlashed facility shall comply with all of the standards provided in Section 16, below."            Paragraph 11.1.2.3 is still being edited by SBC.            (9/21/01)</p>			
<b>21</b>	ROW 11.1.2.1 (1st 11.1.1.1)	a) Delete entire paragraph. b) See discussion in #20 (4/4/01)  e) Close b/c this language is being addressed in #20. (9/21/01)		c) Issue related to #20 (4/4/01)  d) See 20 'f'. (6/19/01)	<b>Closed 9/21/01</b>
<b>22</b>	ROW 11.1.2.2 (2nd 11.1.1.1)	a) Delete entire paragraph. b) See discussion in #20 (4/4/01) d) Close with original language until addressed in #20 (4/4/01)		c) Issue related to #20 (4/4/01)	<b>Closed 4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
<b>23</b>	ROW 11.1.2.3 (3rd 11.1.1.1)	a) Delete entire paragraph. b) Conditionally OK if the written request is just a form (4/4/01) d) Close with original language until addressed in #20 (4/4/01)		c) Issue related to #20 (4/4/01)	<b>Closed 4/4/01</b>
<b>24</b>	ROW 11.1.2.4 (4th 11.1.1.1)	a) Delete entire paragraph. b) Need to investigate further. Cld be double dipping by SBC. (4/4/01)  d) MCLD response is contingent on how Issue 20-23 is handled. Defer until that is addressed. (5/17/01)  g) MCLD proposes then replacing the original language with " <b>There are no charges for overlashing.</b> " (9/21/01)		c) Do not want to delete whole paragraph. Issue related to #20 (4/4/01)  e) See 20 'f. (6/19/01)  f) There are no charges for overlashing. (9/21/01)	<b>Close</b>
<b>25</b>	ROW 11.1.3 (3rd 11.1.1, following 4th 11.1.1.1)	a) Delete entire paragraph. ( <i>Paragraph begins, "Attaching Party may, ancillary to a bona fide loan transaction..."</i> )  c) OK with leaving as original until addressed in #20		b) Leave paragraph in (4/4/01)	<b>Closed 4/4/01</b>
<b>26</b>	ROW 11.1.4 (4th 11.1.1)	a) Delete entire paragraph. ( <i>Paragraph begins, "No Assignment or Transfer."</i> )		b) Believe that this deletion is OK, but need to verify. (4/4/01)	<b>Closed 5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		c) Suggest leaving paragraph and making language reciprocal. (5/17/01)		d) OK with 'c'. <b>Paragraph shd read, "No assignment or transfer to either Party of rights under this Agreement, occupancy permit subject t this Agreement, or authorizations granted under this Agreement shall be effective until either Party, its successors, and assigns have complied with the provisions of this article, secured the other Party's prior written consent to the assignment or transfer, if necessary, and given the other Party, notice of the assignment or transfer pursuant to Section 11.3"</b> (5/17/01)	
<b>27</b>	ROW 11.2 (2nd 11.1, following 4th 11.1.1)	a) Delete entire paragraph. ( <i>Paragraph begins "Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity."</i> )  c) OK to leave as original (4/4/01)		b) Leave paragraph in (4/4/01)	<b>Closed 4/4/01</b>
<b>28</b>	ROW 11.3 (3rd 11.1, following 2nd 11.1)	a) Delete entire paragraph. ( <i>Paragraph begins "Assignment Shall Not Relieve Attaching Party of Prior Obligations."</i> )		b) Agree to delete paragraph (4/4/01)	<b>Closed 4/4/01</b>
<b>29</b>	ROW 11.4 (11.2, following 3rd 11.1)	a) Replace "SBC-13STATE" with " <b>Either Party</b> "; Replace the 1st "Attaching Party's" with " <b>the other party's</b> "; Replace the 2nd "Attaching Party" with " <b>the proposed assignor</b> ". ( <i>Paragraph begins, "Satisfaction of Existing Obligations and Assumption of Contingent Liabilities."</i> )		b) SBC checking on this paragraph, to make it reciprocal. (4/4/01)  c) OK with changes proposed in 'a' (5/17/01)	<b>Closed 5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
<b>30</b>	ROW 12.1	a) Insert "or" between "rights-of-way solely for provide cable television service)," and "ceases to have authority..."; Delete the last phrase, "or ceases to make active use of SBC-13STATE's poles, ducts, conduits, and rights-of-way."		b) Related to issue as in #31. (4/4/01)  c) Paragraph, as written, does not convey the intent of SBC. Our point is that you must be licensed, and if not licensed then the attachments would relapse. (5/17/01) d) SBC is okay with MCLD proposed changes in 'a'. (6/19/01)	<b>Closed 6/19/01</b>
<b>31</b>	ROW 12.2	a) Delete "(a) Attaching Party ceased to...such occupancy permit or (b)"  d) OK with language in 'c'. (5/17/01)		b) Related to issue as in #30. (4/4/01)  c) Leave sentence in; change 'ceases' to 'fails'; and add "for a period of 1 year" following "occupancy permit". The 1st part of the <b>paragraph wld read, "Individual occupancy permits subject to this Agreement shall terminate if (a) Attaching Party fails to utilize the pole attachment or conduit or right of way space subject to such occupancy permit for a period of 1 year or (b) Attaching..."</b> (5/17/01)	<b>Closed 5/17/01</b>
<b>32</b>	ROW 12.3 (2nd 12.1, following 12.2)	a) Delete entire paragraph (Paragraph begins, "Limitation, Termination, or Refusal of Access for Certain Material Breaches.")  c) OK to leave as original (4/4/01)		b) Leave language in (4/4/01)	<b>Closed 4/4/01</b>
<b>33</b>	ROW 12.4 (re# as 12.3, following 2nd 12.1)	a) Change "may" to " <b>shall</b> " ( <i>Paragraph begins , "Notice and Opportunity to Cure Breach."</i> )		b) OK with proposed changes (4/4/01)	<b>Closed 4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
34	ROW 12.5 (re# as 12.4, following re# 12.3)	a) Insert " <b>written</b> " before "notice is given, and" ( <i>Paragraph begins</i> , "The complaining party shall...")		b) OK with proposed changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
35	ROW 14.3	a) Replace "for the following purposes" with " <b>only for lawful purposes as follows:</b> "		b) OK with proposed changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
36	ROW 14.3.3 (re# 14.1.1, following 14.3.2)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "performing SBC-13STATE's obligations under this...")  c) OK to leave as original (4/4/01)		b) Leave language in (4/4/01)	<b>Closed</b> <b>4/4/01</b>
37	ROW 14.3.5 (2nd 14.1.1, following 14.3.3)	a) Delete entire paragraph ( <i>Paragraph reads</i> , "preparing cost studies;")  c) OK to leave as original (4/4/01)		b) Leave language in (4/4/01)	<b>Closed</b> <b>4/4/01</b>
38	ROW 14.4	a) Delete "at SBC-13STATE option:"		b) OK with changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
39	ROW 14.4.1	a) Add " <b>or</b> " to the end of paragraph. (4/4/01)		b) OK with changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
40	ROW 14.5	a) Delete "at SBC-13STATE option:"		b) OK with changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
41	ROW 14.5.1	a) Add " <b>or</b> " to the end of paragraph. (4/4/01)		b) OK with changes (4/4/01)	<b>Closed</b> <b>4/4/01</b>
42	ROW 15.1	a) Delete "To the extent SBC-13STATE has the authority to do so,"  c) OK with the changes SBC stated in 'b' (4/4/01)		b) SBC agrees that the qualifiers in both the 1st and 2nd sentences are pointless. Therefore, suggest to keep the phrase in the 1st sentence, and delete "Notwithstanding, the foregoing," in the 2nd sentence. (4/4/01)	<b>Closed</b> <b>4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
<b>43</b>	ROW 16.3.1	<p>a) Replace "5 business days" with "<b>2 business days</b>"</p> <p>c) OK to leave as "5", but want language that specifically states that once the 5 business days have elapsed, MCLD may proceed regardless whether SBC has their folks there. (4/4/01)</p> <p>e) Close with original language (4/4/01)</p>		<p>b) Want to leave as "5" (4/4/01)</p> <p>d) The clarification may be better placed in next paragraph. (paragraph 16.3.2) (4/4/01)</p>	<b>Closed 4/4/01</b>
<b>44</b>	ROW 16.3.2 (following 16.3.1, re# 16.1.1)	<p>a) Delete entire paragraph</p> <p>c) OK with leaving paragraph provided it clearly addresses that MCLD can enter premises after 5 days have elapsed whether SBC representative is there or not (See #43, c), and the 'costs' statement is to be narrowed. (4/4/01)</p> <p>f) MCLD still wants a clear statement that we can enter the premises after meeting the requirements of 6.3.1. (6/19/01)</p> <p>h) MCLD agrees to language in 'g'. 6/20/01</p>		<p>b) Leave paragraph in (4/4/01)</p> <p>d) The SBC understanding is that MCLD may proceed after the 5 days, but will work with language to explicitly say that. SBC understands MCLD concern about the last statement being too broad - will propose alternative language. (4/4/01)</p> <p>e) SBC agrees that CLEC may enter the premises without an SBC ee or rep. And that SBC will pick up that cost. The last sentence can be deleted. (6/19/01)</p> <p>g) SBC proposes replacing everything after the 1st sentence with, "<b>Provided that the notice set forth in Section 16.3.1 has been given, and provided that the notice period has expired, and further provided that all other conditions set forth in Section 16.3.1 have been satisfied, Attaching Party or its representative may enter or perform work within SBC-13STATE's conduit system to conduct the work identified in the notice, regardless of the presence of an SBC-13STATE employee or representative.</b>" (6/20/01)</p>	<b>Closed 6/20/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
				The <b>paragraph now reads</b> , "An authorized employee or representative of <u>SBC-13STATE</u> may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within <u>SBC-13STATE's</u> conduit system. Provided that the notice set forth in Section 16.3.1 has been given, and provided that the notice period has expired, and further provided that all other conditions set forth in Section 16.3.1 have been satisfied, Attaching Party or its representative may enter or perform work within <u>SBC-13STATE's</u> conduit system to conduct the work identified in the notice, regardless of the presence of an <u>SBC-13STATE</u> employee or representative." (6/20/01)	
<b>45</b>	ROW 17.1	<p>a) Delete "redacted" from 1st sentence; In the 2nd sentence, Replace "Upon" with "<b>Within 5 business days of a</b>"; Delete the last sentence in paragraph.</p> <p>c) OK with leaving the 1st and 3rd deletions (see note a); Need to define this timeframe - can't leave it open. If there are many varying timeframes, then wld want language stating "in accordance with applicable laws". This shd be a finite time frame. (4/4/01)</p> <p>e) MCLD feels the 5 business days shd be in the 1st sentence rather than the 2nd sentence.</p>		<p>b) Leave language as originally input. Re: the 5 business days, these timeframes can vary in each state. The 5 business days may not be appropriate in some states. (4/4/01)</p> <p>d) SBC is okay with the 5 business days. (6/19/01)</p> <p>f) Copies wld not be available in 5 days.</p>	<b>Closed 6/19/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		g) MCLD proposes the <b>paragraph shd read</b> , "SBC-13STATE will, within 5 business days of request and at the expense of the Attaching Party, provide Attaching Party access to maps, records and additional information relating to the location, capacity and utilization of SBC-13STATE's structure, with copies to be provided within a reasonable time thereof. Upon request, SBC-13STATE will meet with the Attaching Party to clarify matters relating to maps, records or additional information. SBC-13STATE does not warrant the accuracy or completeness of information on any maps or records." (6/19/01)		h) SBC okay with proposed language in 'g' (6/19/01)	
<b>46</b>	ROW 17.3	a) Delete "currently available"  c) OK with the proposed language. <b>Paragraph wld read</b> , "SBC-13STATE will provide its most current maps and/or records regarding:" (4/4/01)		b) This addition is too broad - don't know if we can always have the most current information because information is so broad. Suggest replacing "information currently available on the SBC-13STATE's" with " <b>its most current</b> ". (4/4/01)	<b>Closed</b> <b>4/4/01</b>
<b>47</b>	ROW 17.5 (following 17.4, re# 17.1)	a) Delete entire paragraph c) OK with leaving as original (4/4/01)		b) Leave as original (4/4/01)	<b>Closed</b> <b>4/4/01</b>
<b>48</b>	ROW 18.1	a) Replace "receive" with " <b>shall be granted</b> "		b) OK with change (4/4/01)	<b>Closed</b> <b>4/4/01</b>
<b>49</b>	ROW 18.2	a) Add " <b>which shall require only information that is reasonably necessary to grant the permit</b> " to the end of the 1st sentence; Delete the last sentence.		b) Need to leave the deletion because it defines the action and timeframe. (4/4/01)	<b>Closed</b> <b>4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		c) Agree to leave language in but rearrange it: <b>Paragraph wld read</b> , "Structure Access Request Form. To apply for an occupancy permit under this Agreement, Attaching Party shall submit to SBC-13STATE the appropriate SBC-13STATE request forms which shall require only information that is reasonably necessary to grant the permit. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific SBC-13STATE Structure." (4/4/01)		d) OK with proposed language in c. (4/4/01)	
<b>50</b>	ROW 18.3	a) Replace "must" with "shall promptly". Attempting to attach some timeliness or accountability. Also, this shd be reciprocal - apply equally to both Parties. (4/4/01)  c) MCLD suggests <b>30 days</b> as the reasonable time. (5/17/01) f) Agree to close (6/19/01)		b) SBC wld suggest ' <b>reasonable time not to exceed X days.</b> ' Then the parties can determine what wld be the maximum days. (4/4/01)  d) SBC believes this is in the Merger Conditions and needs to research. (5/17/01) e) SBC is okay with "shall promptly" language. (6/19/01)	<b>Closed 6/19/01</b>
<b>51</b>	ROW 20.2.1	a) Replace "will be required" with " <b>are necessary</b> ". Want to address what is 'necessary' for the function as opposed to what 'requirements' may be imposed. (4/4/01) c) OK with the counter proposed language. (4/4/01)		b) Counter propose with " <b>will be required and are necessary</b> " (4/4/01)	<b>Closed 4/4/01</b>
<b>52</b>	ROW 20.3.2	a) Replace "itself if permissible in the application area" with " <b>itself, at Attaching Party's election in all cases</b> "		b) Leave as original (4/4/01)	<b>Closed 4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		c) OK with leaving as original (4/4/01)			
<b>53</b>	ROW 20.4	a) Delete "degrades the integrity of SBC-13STATE's Structures or". This is too broad - a nail in a pole can degrade it. (4/4/01) c) OK with leaving language as original and inserting "materially" before "degrades the integrity..." (4/4/01)		b) Rather than delete the language, suggest inserting "materially" before the word degrades.	<b>Closed 4/4/01</b>
<b>54</b>	ROW 20.8	a) Insert "promptly" between "...SBC-13STATE will" and "issue an occupancy permit..." Trying to avoid delays.		b) OK with language changes in 'a'. (5/17/01)	<b>Closed 5/17/01</b>
<b>55</b>	ROW 21.2	a) Insert "reasonably" between "...thereafter keep SBC-13STATE" and "informed of anticipated.."		b) OK with change (4/4/01)	<b>Closed 4/4/01</b>
<b>56</b>	ROW 23.2	a) Delete the last phrase, "provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article." c) OK with leaving language as original if we can replace 'article' with 'Section 23' for clarification. (4/4/01)		b) Leave language in (4/4/01)  d) OK with proposed language in c. (4/4/01)	<b>Closed 4/4/01</b>
<b>57</b>	ROW 24.2	a) Delete last sentence in paragraph. "Expense" is too broad. (4/4/01)  c) OK with proposed language in b. (4/4/01)		b) Propose replacing the last sentence with "If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange the facilities. Attaching Party shall be responsible for reasonable and documented charges related to the rearrangement." (4/4/01)	<b>Closed 4/4/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
58	ROW 25.4.1	a) Delete "make a good faith effort to"		b) OK with change. (4/4/01)	Closed 4/4/01
59	ROW 25.5.2	a) Insert "actual and reasonable" between "...SBC-13STATE for the" and "costs incurred by SBC-13STATE..."		b) OK with change. (4/4/01)	Closed 4/4/01
60	ROW 26.1	a) Replace "will, at the Attaching Party's" with "may, at its option and". Costs are again too broad. (4/4/01)  c) Can leave language as original if we add "actual and reasonable" before "expense, conduct a ..." (4/4/01)		b) We need to perform the inspection. (4/4/01)  d) OK with proposed language in c. (4/4/01)	Closed 4/4/01
61	ROW 26.2 (2nd 26.1, following 1st 26.1)	a) Insert "at its sole expense" to the end of the 1st sentence. ( <i>Paragraph begins</i> , "Right to Make Periodic or Spot Inspections.")  c) OK with language noted in b. (4/4/01)		b) OK with "at its sole expense" if we can add to it "except as provided in 26.2"	Closed 4/4/01
62	ROW 26.3 (re# 26.2)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "If Attaching Party's facilities are in compliance...")  c) OK with leaving as original (4/4/01)		b) Leave language in (4/4/01)	Closed 4/4/01
63	ROW 27.2 (2nd 27.1)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "Removal of Untagged Facilities.")  c) OK with leaving as original (4/4/01)		b) Leave language in (4/4/01)	Closed 4/4/01
64	ROW 27.4 (re# 27.3, following 27.2)	a) Insert "if necessary" between "receipt of the notice and" and "submit to SBC-13STATE" ( <i>Paragraph begins</i> , "Attaching Party's Response.")  c) OK to leave language as original (4/4/01)		b) Leave language in (4/4/01)	Closed 4/4/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
<b>65</b>	ROW 27.5 (re# 27.4)	a) Delete "and Retroactive Charges. If SBC-13STATE approves...in Section 27.10 of this Agreement." ( <i>Paragraph begins</i> , "Approval of Request and Retroactive Charges.") c) OK to leave as original (4/4/01)		b) Leave language in (4/4/01)	<b>Closed</b> <b>4/4/01</b>
<b>66</b>	ROW 27.6 (3rd 27.1, following 27.4)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "Attachment and occupancy fees and charges shall continue to accrue until...") c) Can leave language as original subject to MCLD's review of the law re: unauthorized attachment fees. (4/4/01) d) OK with language, however, want to add that this is in accordance with applicable FCC regs/laws and if regs/laws change we will be responsible for new amounts in accordance therewith. (5/17/01) f) OK with the language in 'e' (5/17/01)		b) Leave language in (4/4/01)  e) Suggest replacing "of 5 times the annual attachment and occupancy fees" with "set forth in the applicable regulation or order of the specific state commission, or in the event that the state commission does not set such rates, the default rate set forth by the FCC" (5/17/01)  The 3rd sentence shd read, "In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount set forth in the applicable regulation or order of the specific state commission, or in the event that the state commission does not set such rates, the default rate set forth by the FCC in effect on the date Attaching Party is notified by SBC-13STATE of the unauthorized attachment or occupancy." (5/17/01)	<b>Closed</b> <b>5/17/01</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
67	ROW 28.1.1	a) Insert "incurred by it" between "...bear all expenses" and "arising out of or..."  c) OK with proposed language in b. (4/4/01)		b) Counter propose inserting "actual and reasonable" before expenses arising out ..." rather than the language insert proposed in a. (4/4/01)	Closed 4/4/01
68	ROW 28.6 (re# 28.1, following 28.5)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "Removal of Facilities by SBC-13STATE; Notice of Intent to Remove.")  c) Can leave language in if insert "actual and reasonable" before "expense in a public...". (4/4/01)		b) Leave language in (4/4/01)  d) OK with change (4/4/01)	Closed 4/4/01
69	ROW 28.7 (2nd re# 28.1 after 28.5)	a) Delete entire paragraph ( <i>Paragraph begins</i> , "Removal of Facilities by SBC-13STATE.")  c) Can leave language in if insert "actual and reasonable" before "costs in connection with removal...". (4/4/01)		b) Leave language in (4/4/01)  d) OK with change (4/4/01)	Closed 4/4/01
70	ROW 29.2 (2nd 29.1)	a) Delete entire paragraph. This paragraph seems pointless - if we are not going to agree, then why have an agreement? (4/4/01)  c) MCLD wld like last sentence to stay. (4/4/01)		b) Don't believe that this language reflects the intent of what SBC is trying to say. SBC will research and clarify our intent. (4/4/01)  d) SBC's intent is to say that the pricing by regs/orders/tariffs will change with subsequent regs/orders/tariffs. In the case where it is pricing set by SBC, then those prices can be changed with 60 day notice. (5/17/01)	Closed 6/19/01

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		<p>e) MCLD is conceptually OK with everything except that SBC can unilaterally change any pricing with 60 days notice. Pricing, which is not determined by a reg/law/order, is part of what the agreement negotiations are setting for the term of the agreement. (5/17/01)</p> <p>g) To address 'f', MCLD proposes the <b>beginning of the paragraph read, "<u>Changes to Rates, Charges and Fees.</u> SBC-13STATE shall have the right to change the rates, charges and fees outlined in this Agreement as provided by applicable federal and state laws, rules, regulations and orders. SBC-13STATE will provide the Attaching Party 60 days..."</b> The remaining portion of the paragraph stays as originally written. (6/19/01)</p>		<p>f) The intent of this language is to allow for changes in pricing: 2 SBC states are regulated by state control and the remaining states are regulated by federal control. All of the states need to be able to change the rates according to the appropriate regs. (6/19/01)</p> <p>h) SBC okay with proposed language in 'g' (6/19/01)</p>	
<b>71</b>	Pricing Appendix	<p>a) There is no pricing for ROW in CT and NV on the proposed pricing schedules. If they are tariffed, wld like them listed and then the tariff identified in the pricing column. (5/17/01)</p>		<p>b) SBC believes that those 2 states have everything tariffed. (5/17/01)</p> <p>c) CT is tariffed and believe NV is tariffed. They shd not have been left out of the Appendix Pricing. The Appendix Pricing for those states has been updated and will be sent to MCLD. (6/19/01)</p>	<b>Close</b>

# McLeodUSA and SBC Negotiations Status Matrix

Updated: 9-21-01

## Appendix: RIGHTS-OF-WAY

Issue #	Contract Section Reference	Description McLeodUSA Comments	Action Items	Description SBC/AIT Comments	Status
<b>RIGHTS-OF-WAY</b>					
		e) MCLD's review of new pricing sheets: No Overlashing prices on any of the 13 states; The CT Pricing Appendix does not reflect the items followed by a reference to the Tariff; and the CT Access Tariff that is specifically referenced in the Pricing Appendix does not contain any ROW pricing. (8/28/01)		d) SBC will be responsible for updating the Appendix Pricing for this change. (6/19/01)	
		g) The information on those sheets still does not reflect any pricing for Overlashing pricing. Also, MCLD needs the appropriate tariff in CT where ROW pricing is located to differentiate it from the other referenced tariffs. (9/21/01) i) MCLD requests that overlashing be inserted on the price sheets with a "0" on the item. This same request is addressed on Appendix Pricing matrix, so this issue will be closed in ROW. (9/21/01)		f) SBC sent a copy of a portion of CT pricing sheet and website address to view the NV pricing for ROW. (9/17/01) h) SBC states that there are no charges for overlashing. (9/21/01)	