

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

A. Description

The Company will make available, to the extent it may lawfully do so, access to poles, ducts, conduits and rights-of-way (individually and collectively, "Structure") owned or controlled by the Company for the placement of the Attaching Party's Attachments. This tariff applies to all Attaching Parties obtaining access to Structure other than telecommunications carriers obtaining access to Structure pursuant to a negotiated interconnection or stand-alone structure access agreement pursuant to which the Company is obligated to negotiate guidelines for implementation of the terms and conditions of access.

The availability of Company Structure for the Attaching Party's attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with others, all interests in property granted by persons or entities public and private, and all statutes, laws, codes, regulations, rules and common law, and all terms, conditions and limitations of any or all of the foregoing, by which the Company owns and controls Structure or interests therein.

If the Attaching Party is a provider of telecommunications services, "Poles, Ducts and Conduits" include entrance facilities and conduit and riser space; controlled environmental vaults; manholes; telephone equipment closets; remote terminals; cross-connect cabinets, panels or boxes; equipment cabinets, pedestals, or terminals; and any other infrastructure used by the Company to place telecommunications distribution facilities. "Rights-of-Way" are easements, licenses or any other right, whether based upon grant, reservation, contract law or otherwise, to use property suitable for distribution facilities but does not include property owned or leased by the Company which is not used or suitable for distribution facilities such as business offices or corporate offices.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

A. Description (cont'd)

If the Attaching Party is a party other than a telecommunications service provider, "Poles" means poles owned by the Company, or poles owned by others or owned in part by the Company or which the Company has a contractual right to permit the use by attaching parties, but in either event, which are used to support attachments. "Ducts and Conduits" means enclosed reinforced passages capable of supporting communication cables, ducts or conduits including single ducts, innerducts and lateral ducts into buildings owned by third parties, and the manholes, handholes, and pull-boxes associated with the ducts or conduit. Duct or Conduit does not include ducts or conduits within buildings owned by third parties.

If the Attaching Party is a party other than a provider of telecommunications services, Rights-of-Way are legal interests of the Company in property of others, such as easements, or licenses, which are suitable for use for attachments for communications distribution networks. Rights-of-Way include ducts or conduit controlled by the Company that are located within buildings owned by third parties and not leased by the Company. Poles, ducts, conduit or rights-of-way do not generally include:

1. controlled environmental vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings, or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes; or
2. access to Company owned or leased property for placement of distribution facilities other than in Company poles, ducts or conduits.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

B. Definitions

Act

The Act means the Telecommunications Act of 1996

Application

An application refers to a written request filed by an Attaching Party for permission to utilize specific poles or conduit to place its own facilities. A complete application is an application that provides the Company with the information reasonably necessary under its procedures to begin to survey the poles. For the purpose of determining order size, multiple applications filed by an Attaching Party will be aggregated and treated as one request when the requests are filed within a rolling thirty (30) day period of one another.

- Large Orders- number of poles on application(s) greater than three hundred but less than three thousand poles
- Normal Orders- numbers of poles on application(s) does not exceed three hundred poles
- Sizable Orders- number of poles on application(s) exceeds three thousand

Attaching Entity

"Attaching entity" means cable operators, telecommunications carriers, incumbent and other local exchange carriers, public utilities, governmental entities and other entities with either a physical attachment or a request for attachment to the pole, duct, conduit, or right-of-way and that is authorized to attach pursuant to sections 4905.51 or 4905.71 of the Revised Code. It does not include governmental entities with only seasonal attachments to the pole.

Attaching Party

See Attaching Entity

Attachment(s)

Any attachment by an attaching party to a pole, duct, conduit, or right-of-way owned or controlled by a public utility.

Capacity

Refers to space available on or in structure for an Attaching Party's Attachment.

Conduit Occupancy

Occupancy of a conduit system by any Attachment of an Attaching Party.

Field Survey

All work in the field performed to verify the availability of Company Structure for the Attachments of the Attaching Party and to determine the extent and cost of any Make Ready Work.

Innerduct

A single enclosed raceway for conductors or cables, sometimes placed within ducts.

Make Ready Work

Make Ready Work includes all activities necessary to prepare the Company's Structure for the attachments of Attaching Party, including engineering, field surveys, permits, construction, rearrangement, replacements, inspection, administration and supervision.

Pole Attachment

Any of Attaching Party's Attachments affixed to a pole.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions

1. Structure Availability

The Company will not make Structure available: (a) where, after taking all reasonable steps to accommodate such request, there is insufficient Capacity to accommodate the requested Attachment, or (b) where an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles.

Insufficient Capacity for purposes of this tariff means the lack of existing available space on or in Structure and the inability to create the necessary space after taking all reasonable steps to do so, including modification of existing attachments or replacement of poles, where such modifications and/or replacements are not precluded on the basis of safety, reliability or engineering concerns.

Upon receipt of an Application, the Company shall, at Attaching Party's expense, review information from maps and records or, if necessary, perform a Field Survey. Based on the information from maps and records, or the Field Survey, if completed, the Company will determine if access to the Company's Structure to accommodate the requested Attachment can be provided to the Attaching Party. If the Company proposes to deny an Attaching Party access to its Structure due to Insufficient Capacity, the Company will first offer to meet with the Attaching Party to explore potential accommodations in good faith. If the Attaching Party declines to meet with the Company or after such meeting the Company still proposes to deny access, the Company will provide a detailed, written reason for denial within forty-five (45) days for Normal Orders; within sixty (60) days for Large Orders; and within a timeframe negotiated by Attaching Party and Company for Sizable Orders. Notification of approval of applications shall be subject to these timeframes as well. The absence of a denial within the applicable timeframe is deemed to be an implicit approval.

If the Company is unable to obtain the required permits to perform a Field Survey or any Make Ready Work or if additional information is discovered while performing the Field Survey or Make Ready Work, which would require the Company to deny an Attaching Party access to its Structure due to Insufficient Capacity, the Company will provide a detailed, written reason for denial within five (5) business days of discovery.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

1. Structure Availability (cont'd)

If denial of access is proposed to be made for any reason, the Company will meet with the Attaching Party, at Attaching Party's request and expense, to explore in good faith reasonable alternatives to accommodate the proposed attachment. The notice of proposed denial will include a statement that the Attaching Party has ten (10) business days to request a meeting. The Company will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

Approvals shall be followed, within fourteen (14) days, by an estimate detailing the estimated Make Ready Charges for all activities required to prepare the Structure for Attaching Party's proposed attachment(s). Attaching Party shall have twenty-one (21) days to send notification to Company of its acceptance of the estimate. Company may withdraw the estimate any time after the twenty-first day in the absence of notification of acceptance by the Attaching Party.

2. Franchises, Permits and Consents

Attaching Party shall secure any franchises, permits or consents from federal, state, county or municipal authorities and any property interests or consents from the owners of private property, necessary to construct and operate its Attachments at the location of the Structure it uses. Attaching Party shall indemnify the Company against loss directly resulting from any actual lack of lawful authority to occupy the Structure and Rights-of-Way of the Company.

3. Access and Modifications

Where necessary to accommodate a request for access by Attaching Party, and provided the Company has not denied access for Insufficient Capacity or safety, reliability or engineering reasons, or because the Company may not lawfully make the structure available, the Company will modify its Structure in order to accommodate the Attachments of Attaching Party. The Company may permit the Attaching Party to conduct the Field Survey and Make Ready Work. Modified Structure includes Structure constructed or modified after the effective date of this tariff.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

3. Access and Modifications (cont'd)

Before commencing the work necessary to provide such additional capacity, the Company will provide notice to all other parties having Attachments on or in the Structure proposed to be modified. The notice shall provide such other parties with Attachments sixty (60) days within which to decide to participate in the modification by expanding the party's Attachment. A modification made to accommodate an Attaching Party, including the Company, will include any additional modifications required to accommodate other parties with Attachments desiring to modify their attachments.

Following Attaching Party's submission of payment of the estimated costs, Company shall initiate the required Make Ready Work.

Following receipt of payment for attachments in the communications space, the Company shall make every reasonable effort to complete Make Ready Work within sixty (60) days for Normal Orders; within one hundred five (105) days for Large Orders; and within the negotiated interval for Sizable Orders.

Following receipt of payment for wireless attachments above the communications space, the Company shall make every reasonable effort to complete Make Ready Work within ninety (90) days for Normal Orders; within one hundred thirty-five (135) days for Large Orders; and within the negotiated interval for Sizable Orders.

The completion dates of Make Ready Work for Sizable Orders, regardless of location, shall be negotiated by Attaching Party and Company.

Provided Company cannot demonstrate good and sufficient cause for exceeding the timeline for Make Ready, Attaching Party may hire a contractor authorized by Company for Make Ready Work for attachments in the communications space.

If an Attaching Party requests access to a Company right-of-way where the Company has no existing Structure, the Company shall not be required to construct new poles, conduit or ducts, or to bury cable for an Attaching Party but the Company will make its Right-of-way available to an Attaching Party to construct the Attaching Party's own poles, conduit or ducts or to bury its own cable; provided, however, if the Company desires to extend its own attachments, the Company will construct the Structure to accommodate the Attaching Party's Attachment.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

3. Access and Modifications (cont'd)

The costs of modifying a Structure to accommodate Attaching Party's Attachment or the needs of the Company shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification such parties shall share in the cost of modification proportionately with the party initiating the modification. A party, including the Company, with a pre-existing Attachment to the Structure to be modified to accommodate another Attaching Party shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. In the event a party, including the Company, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, a party or the Company with a pre-existing Attachment to the Structure, shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another Attaching Party. If a party, including the Company, makes an Attachment to the modified structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added Attachment possible.

All modifications to the Company's Structure will be owned by the Company. Attaching Parties, including the Company, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking access to the modified structure.

After acceptance of responsibility to pay by the Attaching Party, the Company will schedule a Field Survey. Where required by the Company's joint use or ownership of Structure agreements with the electric company providing services in the area of the Attachments, the Field Survey shall be conducted jointly with the electric company. The Attaching Party may accompany the Company on the Field Survey. If the Attaching Party supplies a representative, the Company will notify the Attaching Party within 48 hours of beginning the Field Survey.

A representative of the Company may be on the job site when an Attaching Party is placing or removing its Attachments. The Company must be given notice five (5) business days prior to the Attaching Party's construction start date.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

4. Structure Access Implementation Guidelines^{/1/}

The Company may issue procedures and guidelines for the implementation of this tariff section and efficient administration of access to the Company's Structure. Copies of the current Structure Access Guidelines may be obtained from the AT&T Structure Access Coordinator, 220 Wisconsin Avenue; Waukesha, WI 53186. No change in such Guidelines shall be effective until sixty (60) days after written notice is sent to Attaching Parties and the Commission Staff specifying any proposed changes and seeking Staff's comment. Any notices will be sent to the current billing addresses for Attaching Parties.

5. Installation and Maintenance Responsibility

Attaching Party shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by the Company or by other Attaching Parties. Work performed by Attaching Party on, in or about the Company's Structures shall be performed by properly trained, competent workmen skilled in the trade with qualifications and training at least equivalent to that of the workers and contractors of the Company.

The Company with input of the Attaching Party, will assign in a nondiscriminatory fashion, location of the Attachment on or in the Structure or right-of-way.

Attaching Party shall construct each Attachment in conformance with the Occupancy Permit issued for such attachment. Other than routine maintenance and service wire attachments, Attaching Party shall not modify, supplement or rearrange any Attachment without first obtaining a revised Occupancy Permit therefore.

Attaching Party shall provide the Company with notice five (5) business days before entering any manhole, handhole or pull box for construction or maintenance purposes.

6. Installation and Maintenance Standards

Attaching Party's Attachments shall be installed and maintained in accordance with the valid and lawful rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices and other standards and practices promulgated by the Company, the FCC, the Commission, the Occupational Safety & Health Act and of any other governing authority having jurisdiction over the subject matter. The Attaching Party shall defend, indemnify and hold harmless the Company from and against any claim, demand, cause of action, cost, judgments, damages or expenses, including reasonable attorney's fees, arising directly or indirectly out of the Attaching Party's failure to do so.

^{/1/} The Structure Access Guidelines are being incorporated by reference to comply with the Opinion and Order of the Public Utilities Commission of Ohio in Case No. 96-1027-TP-CSS, issued on April 17, 1997. By filing this tariff, Ameritech Ohio expressly reserves, and does not waive, any legal rights or recourse it may have to challenge or contest the validity of the Commission's Order and/or the subject tariff, including the right to seek judicial determination that the tariff is void *ab initio* as being contrary to federal law.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

7. Access Requests

Any request by Attaching Party for access to the Company's Structure shall be in writing and submitted to the Company's Structure Access Coordinator. Access requests will be handled in accordance with the criteria set forth in O.A.C. 4901:1-3-03 and are subject to negotiation or waiver as permitted in O.A.C. 4901:1-3-03. The Company may not limit the number and scope of requests from Attaching Party being processed at any time, but may prescribe a process for orderly administration of such requests.

The priority for right of access to existing capacity in the Company's Structure will be determined by the actual time that the written request of the Attaching Party for access to the Company Structure is received by the Structure Access Coordinator. The Attaching Party will have the priority right (the position in the queue) for access to the Company Structure entered on the written request for access, as long as the Attaching Party continues normal processing of the request for access, including Field Survey, Make Ready Work and construction of Attachments. The Attaching Party can contact the Structure Access Coordinator for the status of the request.

Attaching Party's attachment to the Company's Structure shall be pursuant to a written permit (an "Occupancy Permit") issued by the Company for each request for access.

The Company's Structure Access Coordinator shall be responsible for processing requests for access to Company Structure, administration of the process of delivery of access to Company Structure, for all matters relating to access to Company Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

8. Unused Space

Excepting maintenance ducts and ducts required to be reserved for use by municipalities, all usable but unused space on Structure owned or controlled by the Company shall be available for the Attachments of Attaching Parties, or the Company.

An Attaching Party may not reserve space on Company Structure for its future needs. The Company shall not reserve space on Company Structure for the future need of the Company nor permit any other person to reserve such space. Notwithstanding the foregoing, Attaching Party may provide the Company with a two (2) year forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

An Attaching Party's Attachments to Company Poles may be placed in overbuild space or underbuild space. The Attaching Party may request the Company to place brackets on the Company's poles to attach the Attaching Party's Attachments. "Overbuild space" is the location on the pole or portion of the pole controlled by the Company that is available for Attachments and is a minimum of 12 inches above the highest existing telecommunications or cable television cable Attachment but below the neutral space. "Underbuild space" is the location on the pole or portion of the pole controlled by the Company that is available for Attachments and is a minimum of 12 inches below the lowest existing telecommunications or cable television cable Attachment but adhering to the minimum NESC or state of local clearance to ground requirements. A bracket is used to attach an additional Attachment on an existing pole Attachment. Any brackets placed are owned by the Company.

An Attaching Party may select the location on the pole, in the conduit or within the rights-of-way for its attachment, subject to approval by the Company. Assuming available capacity, approval will be denied only for safety, reliability or general engineering principles.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

9. Maintenance Ducts

One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. The maintenance ducts shall be available to any party with an Attachment in the conduit section for maintenance purposes.

10. Cost of Certain Modifications

If, at the request of a governmental entity, court or Commission or property owner (provided such property owner has authority to require such modification or Attaching Party agrees to such modification), the Company moves, replaces or changes the location, alignment or grade of its conduits or poles, each party having an Attachment to such Structure shall bear its own expenses of relocating its own Attachments.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

11. Maps and Records

The Company will provide, at the request and expense of Attaching Party, access to redacted maps, records and additional information relating to the location, capacity and utilization of the Company's Structure. Upon request, the Company will clarify matters relating to maps, records or additional information. The Company does not warrant the accuracy or completeness of information on any maps or records.

Maps, records or information are and remain the proprietary property of the Company, are provided to the Attaching Party solely for the purpose of enabling the Attaching Party to obtain access to the Company's Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

The Company will provide information currently available on the Company's maps and/or records regarding:

1. the location of Structure and street addresses for manholes and poles as shown on Company maps
2. the footage between manholes or lateral ducts lengths, as shown on Company maps
3. the footage between poles, if shown on Company maps
4. the total capacity of the Structure and
5. the apparent available capacity of the Structure.

The Company will not create additional information or provide information in formats other than that in which it currently exists and is maintained by the Company.

The Company will expunge any confidential or proprietary information from its maps and records prior to providing access to the Attaching Party.

12. Occupancy Permit

The Attaching Party's access to Company's Structure shall be pursuant to a written Occupancy Permit issued by the Company for each requested attachment.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

12. Occupancy Permit (cont'd)

An Occupancy Permit shall automatically terminate if (a) the Attaching Party's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners necessary for the Attaching Party to lawfully maintain the attachment is terminated, via a final non-appealable determination (b) the Attaching Party has not placed and put into service its Attachments to the Company's Structure within one year from the date the Company has notified Attaching Party that such Structure is available for Attaching Party's Attachments, (c) the Attaching Party ceases to use its attachment to provide services for any period of one year, (d) the Attaching Party fails to comply with a material term or condition of this tariff and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from the Company, or (e) the Company ceases to have the right or authority to maintain its Structure, or any part thereof to which Attaching Party has Attachments.

If the Company ceases to have the right or authority to maintain its Structure, or any part thereof, to which Attaching Party has Attachments, the Company shall provide Attaching Party notice within ten (10) business days after the Company has knowledge of such fact and will not require Attaching Party to remove its Attachments from such Structure prior to the Company's removal of its own Attachments.

If Attaching Party surrenders its Occupancy Permit for any reason (including forfeiture under the terms of this tariff) but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring Attaching Party to so surrender such Occupancy Permit, the Company shall remove the Attaching Party's Attachments at the Attaching Party's expense.

The Company will provide the Attaching Party at least sixty (60) days written notice prior to (a) terminating an Occupancy Permit for an Attachment or service to an Attaching Party or removal thereof for a breach of the provisions of this tariff, (b) any increase in the rates for Attachments to the Company's Structure, or (c) any modification to the Company's Structure to which the Attaching Party has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

13. Inspections

The Company may make inspections of all or any part of the Attachments of Attaching Party on Company Structures. Inspections shall be made to (a) ensure that the Attaching Party's Attachments have been constructed in accordance with the applicable permit and do not violate any other Attaching Party's rights on the Structure and (b) ensure that the Attaching Party's Attachments are subject to a valid permit and conform to all applicable installation and maintenance standards.

Such inspections performed during the post-construction process for an attachment shall be conducted at the expense of the Attaching Party. The Attaching Party shall bear all expenses associated with rectifying any deviation(s) from installation and maintenance standards as attributable to Attaching Party's attachment(s) and/or construction efforts.

Spot inspections conducted spontaneously in the course of Company business shall be performed at the expense of the Company, unless the Company identifies any violation of installation and maintenance standards identified in this tariff. In the event such a violation is identified, the Attaching Party at fault shall bear the cost of the applicable spot inspection, as well as all costs associated with remediation of such violation.

The costs of periodic inspections (surveys verifying all attachments on each individual pole) will be shared proportionately by the parties attached to the associated poles, in accordance with the survey contract negotiated by Company with the related electric company pole owner. These inspections shall not be made more often than once every five (5) years. Where reasonably practicable to do so, the Company shall provide prior written notice to Attaching Party of such inspections.

14. Damage to Attachments

Both Attaching Party and the Company will exercise all reasonable care to avoid damaging the Attachments of either or of others or the Company Structure to which Attaching Party obtains access hereunder. The party damaging the Attachments or Structure of others shall be responsible therefore.

15. No Subletting or Assignment

Access to the Company's Structure is personal to the Attaching Party. The Attaching Party shall not let, assign, license, permit or suffer any other party to exercise any of the rights or privileges of the Attaching Party in obtaining access to the Company's Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

16. Interconnection

The preferred entrances and exits to the Company's conduit system is at established openings including building entrances, points at which cable enters the Company's underground conduit facilities, stubbed-off ducts and preformed manhole lateral knockouts.

If the preferred entrances or exits are not available, upon Attaching Party's request, the Company will permit the interconnection of ducts or conduits owned by Attaching Party to Company manholes. Interconnection will not be permitted where modification of Company structure to accommodate the Attaching Party's request for access is not practical or consistent with generally applicable engineering standards. Attaching Party will be responsible for any costs required to accommodate the interconnection.

Except where required herein, requests by Attaching Party for interconnection of Attaching Party's attachments in or on Company Structure with the Attachments of other Attaching Parties in or on Company Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this tariff and for reasons of capacity, safety, reliability, and engineering. The Company will provide a written response to Attaching Party's request within forty-five (45) days of the Company's receipt of such request.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

17. Abandonments, Sales or Dispositions

The Company shall notify the Attaching Party at least sixty (60) days prior to the proposed abandonment, sale, or other intended disposition of any structure. In the event of a sale or disposition of the conduit system or pole, the Company shall condition the sale or other disposition to the rights granted Attaching Party.

18. Unauthorized Attachments

If unauthorized attachments on or in the Company Structure are discovered, the Company will provide notice of an unauthorized attachment by location, with the pole number, where available, to the owner of the attachments and the owner will:

- if the owner does not desire to maintain the attachments, remove the attachments within ninety (90) days of the notice and failing such removal, the Company shall remove the attachments at the sole cost of, but without any liability to, the owner;
- if the owner desires to maintain the attachments, the owner must request access to the Company's Structure for the attachments under the terms of this tariff within ten (10) business days of the notification and correct any violations of installation and maintenance standards within thirty (30) days of the notice;
- in either event, the owner will pay an Unauthorized Attachment Fee of:
 - (a) \$500 per pole for attachments made without an executed pole attachment agreement with Company; and either
 - (b) \$100 if the violation is discovered during a periodic inspection; or
 - (c) five (5) times the current Annual License Fee per Attachment if self-reported.

In addition to the applicable Unauthorized Attachment Fee, Attaching Party shall pay for all of the costs and expenses of the Company and any other Attaching Parties incurred, as a result of the unauthorized attachment(s), within thirty (30) days of an invoice therefore. Cost and expenses attributable to unauthorized attachments include but are not limited to costs for inspection, notification, Structure changes, billing, administration, records updates and removal of the attachments.

19. Taxes

The Attaching Party shall be solely responsible for any or all taxes levied on its Attachments on the Company's Structure.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

20. Work Safety

Each party will be solely responsible for safety and supervision of its own employees, agents, and contractors working in and around the Company's Structure and shall comply with all applicable laws, codes or rules relating thereto including the Occupational Health and Safety Act.

21. Insurance

At all times, each Attaching Party shall keep and maintain in force all insurance required by any applicable law, including the following:

- a policy of commercial general liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations; and a minimum of \$1,000,000 Fire Legal Liability sub-limit. The Company, its affiliates, officers, agents and employees shall be listed as additional insured on the Commercial General Liability policy. A waiver of subrogation shall be in favor of Company. The liability policies shall be primary and non-contributory from any insurance that is maintained by Company.
- Workers' Compensation insurance with benefits afforded under the laws of Ohio and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$1,000,000 for Bodily Injury by disease-policy and \$1,000,000 for Bodily Injury by disease-each employee. To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of Company, its affiliates, and their directors, officers and employees.
- Umbrella/Excess Liability insurance with limits of at least \$5,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business, Automobile, Liability and Employers Liability policies. Umbrella/Excess Liability limits will be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Company.
- Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. Terms and Conditions (cont'd)

21. Insurance (cont'd)

Upon request of Company, the Attaching Party shall provide to the Company evidence of such insurance. The Company agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

- Workers' Compensation and Employers Liability: Attaching Party submit to Company its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by Ohio or the employer's state of hire; and
- Automobile liability: Attaching Party shall submit to Company a copy of the state-issued letter approving self-insurance for automobile liability issued by Ohio; and
- General liability: Attaching Party must provide evidence acceptable to Company that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

All insurance required in accordance with this section must be in effect before Company will issue pole attachment or conduit occupancy permits under this Agreement. Attaching Party agrees to provide Company with at least thirty (30) calendar days' advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein. The Attaching Party shall comply with and qualify under the Worker's Compensation laws of the State of Ohio and shall cause each of its contractors and subcontractors to so comply and qualify.

22. Warranty Disclaimer

Except as expressly provided under this tariff, the Company makes no warranty, express, implied or statutory, with respect to the services, functions, products or facilities it provides or is contemplated to provide under this tariff section and expressly disclaims the implied warranties of merchantability and/or of fitness for a particular purpose.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

23. Limitation of Liability and Indemnity

The Company's liability, if any, for its willful or intentional misconduct is not limited by this tariff. With respect to any other claim or suit, by an Attaching Party, or by any others, for damages associated with the provision of access to the Company's Structure hereunder, and subject to the following provisions of C.14 preceding, the Company's liability, if any, shall not exceed an amount equal to the proportionate charges or fees for the Attaching Party's Attachments for the period during which the access to the Company's Structure was affected.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

C. TERMS AND CONDITIONS (cont'd)

23. Limitation of Liability and Indemnity (cont'd)

The Attaching Party shall indemnify and hold harmless the Company against any and all claims, demands, causes of action, damages, judgments, costs or liabilities of every kind and nature whatsoever, including reasonable attorneys' fees, which may arise out of, be caused by, or be alleged to have been caused by (1) the erection, maintenance, presence, use or removal of the Attaching Party's Attachments on the Company's structure, (2) any act of Attaching Party in connection with or in the vicinity of the Company's structure, or (3) any interruption, discontinuance, or interference with Attaching Party's service to any of its customers occasioned or claimed to have been occasioned by any action of the Company pursuant to or consistent with this tariff. Attaching Party shall, upon demand and at its sole risk and expense, defend any and all suits, actions or other legal proceedings brought or instituted against the Company on any such claim, demand or cause of action, and shall pay and satisfy any settlement thereof or judgment or decree rendered against the Company therein, and Attaching Party shall reimburse the Company for any and all legal expense incurred by the Company in connection therewith. Attaching Party shall also indemnify, protect and save harmless the Company from any and all claims, demands, causes of action, damages, judgments, costs or liabilities of every kind and nature whatsoever, including reasonable attorneys' fees, which arise or are alleged to have arisen directly or indirectly from the operation of Attaching Party's Attachments and facilities including without limitation taxes, special charges by others, and damages or loss for libel and slander, for unauthorized use of television broadcast programs, for unauthorized use of other program material, for infringement of patents, copyright, trademark or trade secret with respect to the manufacture, use of operation of Attaching Party's Attachments and facilities whether arising from the use of Attaching Party's Attachment in combination with the Company's structure or otherwise.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features

1. Standard Features

Administrative Fees

Administrative Fees cover the cost of establishing records, databases and systems, and similar administrative procedures to accommodate an Attaching Party's requests for access to the Company's Structure. Administrative Fees are payable with Attaching Party's initial request for access. Administrative Fees are not refundable.

Maps, Records and Information Charges (Information Access)

Information access charges cover the full cost of administration and preparation required to provide viewing of maps, records, drawing and information and researching, preparing, redacting maps and/or records, drawing and information and the explanation of maps, records, drawings and information.

Prior to initiating access to information, the Attaching Party shall pay in advance the estimated amount of charges associated with the Information Access request. After the work is completed, the Attaching Party shall pay the amount by which the costs of the request exceed the estimate; or, the Company will reimburse the Attaching Party the amount by which the deposit exceeds the actual cost of the request, whichever is applicable.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Make Ready Work Charges

Make Ready Work charges include all of Company's costs to complete a survey of Structure for the proposed attachment(s), prepare an estimate of Make Ready charges, prepare Structure for the attachments of Attaching Party, and complete a post-construction inspection of the attachment(s). Components of these costs include engineering, permits, construction, rearrangement, replacements, inspections, administration and supervision.

- a. The charges for Make Ready Work are the full cost to the Company to perform the required work.
- b. Prior to commencing any Make Ready Work by Company, Attaching Party shall pay in advance the estimated amount of the Make Ready Work charges. After the work is completed, the Attaching Party shall pay the amount by which the Make Ready Work charges exceed the deposit; or the Company will refund to the Attaching Party the amount by which the deposit exceeds the actual cost of the Make Ready Work charges, whichever is applicable.
- c. The Attaching Party shall make separate advance payments for field survey Make Ready Work to determine the actual availability of space apparently available based on Company's records and for the Make Ready Work to prepare the Structure for Attaching Party's attachment.
- d. In the event other Attaching Parties share in the responsibility for the modification to the Company's Structure, the advance payments required by this section shall be Attaching Party's proportionate share of the Make Ready Work Charges.
- e. The Company will not be responsible for any modification and/or Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits, acts of governmental agencies, strikes and labor actions, earthquakes, fire, floods, tornadoes, blizzards or other acts of God, or any other condition beyond the reasonable control of the Company. In the event any such delaying event should occur, the Company will meet with the Attaching Party to discuss appropriate means, if possible, to remove or avoid the delaying event.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees

Attachment Fees are the recurring charges to Attaching Party to place its Attachments in or on Company Structure.

- a. Attachment Fees are due and payable annually, in advance. On January 1 of each year, Attaching Party will be billed for its Attachments to Company Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year.

Any Attachments made within the billing period will be billed at the time of the attachment for the entire billing period.

- b. The Attachment Fee for poles applies to each pole on which Attaching Party has placed its attachments or for which Make Ready Work pursuant to a request for access has been complete. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments within the usable space of the pole, as defined in paragraph (U) of rule 4901:1-3-01 of the Ohio Administrative Code.
- c. The Attachment Fee for duct or conduit applies to the total number of feet of Company conduit system or ducts in which Attaching Party has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.

The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Company's conduit system or duct occupied by the Attaching Party's attachment, plus the cable racking and maintenance loop space measured by the length of the Attaching Party's cable within each manhole.

If Attaching Party's partial occupancy of a continuous conduit system or duct renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees (cont'd)

c. (cont'd)

If Attaching Party occupies an entire duct, the Attachment Fee shall be two times the rate per innerduct foot for the Attachment.

- d. The Attachment Fee for linear rights-of-way applies to the total linear footage of strips of land suitable for direct buried or trench placement of cable facilities of Company right-of-way in which Attaching Party has placed attachments or for which Make Ready Work pursuant to a request for access has been completed.

- e. If Attaching Party's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.

The Attachment Fee for Attaching Party's equipment cabinets or enclosures placed on Company rights-of-way will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the rights-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment.

The Attachment Fees for Attaching Party's Attachments to Company rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed attachment and the characteristics of the right-of-way in question including the consumption of usable space of the right-of-way by the attachment and its usability for the attachment of others after the attachment, and the cost to the Company of the right-of-way in question.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

D. Features (cont'd)

1. Standard Features (cont'd)

Attachment Fees (cont'd)

- f. The Company reserves the right to price on a case-by-case basis any extraordinary Attachment to its Structure. An extraordinary attachment is any attachment to Company Structure which is not typical of attachments commonly made to poles, ducts, conduits or rights-of-way, as the case may be, and which impacts the usability of the pole, duct, conduit or right-of-way in excess of a typical attachment or which presents greater than typical engineering, reliability, or safety concerns to other users of the duct, pole, conduit or right-of-way.

Inspection Fees

Inspection Fees include the costs to the Company to make spot and periodic inspections of its Structure with respect to the Attachments of all Attaching Parties. These costs are attributable to attaching parties as described in paragraph C.13 of this tariff.

1. POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS (cont'd)

E. Prices

1. Service Elements

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Per Year</u>
<i>Administrative Fee</i>		
- per request or assignment	\$200.00	-
<i>Pole Attachment Fee</i>		
- per pole, per year for each one foot of usable space occupied	-	\$2.94
<i>Conduit Attachment Fee</i>		
- per foot of innerduct occupied per year	-	0.53
- per foot where no innerduct is installed per year		0.81