

ATTACHMENT B

**SUREWEST TELEPHONE
SUPPORT STRUCTURE USE AGREEMENT**

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SUPPORT STRUCTURE USE AGREEMENT

SureWest Telephone, a California corporation (the "Licensor") and Pacific Bell Telephone Company (Pacific Bell) in its capacity as a Competitive Local Exchange Carrier, a corporation of the State of California, having its principal office at 140 New Montgomery Street, San Francisco, California (the "Licensee"), mutually agree that the following terms and conditions shall govern Licensee's use of underground conduit, ducts, manholes and handholes (the "conduit system"), and support structures (poles) in which Licensor has an ownership or other interest, or over which Licensor has licensing authority or responsibility, said conduit system and support structures as are more particularly located within that geographic area served by Licensor. Said rights-of-way, conduit system and support structures are hereinafter collectively called "Outside Plant".

Any facilities placed on Licensor's poles or in Licensor's conduits prior to the effective date of this Agreement by Pacific Bell in its capacity as Incumbent Local Exchange Carrier (ILEC), shall not be governed by or subject to the terms of this Agreement. However, Pacific Bell in its capacity as a CLEC may from the effective date of this Agreement forward utilize such Pacific Bell ILEC facilities, provided that there is no Pacific Bell ILEC traffic carried on Pacific Bell's CLEC interconnection trunks. Nothing contained herein precludes Licensee from exercising its right and attaching to Licensor's poles under all applicable California Joint Pole Association Agreements in California to which both parties are signatories.

1. LICENSEE'S USE OF OUTSIDE PLANT Licensee's use of said Outside Plant shall be confined to supporting those messengers, guys, cables, wires, risers, or other attachments and appurtenances connected therewith (the "equipment") which Licensor has given Licensee written permission to install pursuant to Paragraph 6 below. Licensee shall not use the equipment for any unlawful purpose.

2. ACKNOWLEDGEMENT OF NEW USERS Licensee acknowledges that Licensor, in its sole and absolute discretion, may in the future enter into support structure use agreements for the right of other person or persons to place equipment on or in Licensor's Outside Plant, including Licensor's Outside Plant covered by this Agreement, as more particularly set forth in Paragraph 10 below. However, any license granted or permit issued subsequent to the date of this Agreement shall be subject to the rights granted hereunder.

3. SUBMITTING APPLICATIONS Whenever Licensee shall desire to place equipment on or in any of said Outside Plant:

(a) Licensee may make an initial request concerning the general availability of space. Licensor shall respond to Licensee's initial request concerning the general availability of space within ten (10) business days. Subject to Licensee executing a non-disclosure agreement and subject to reasonable advance notice, Licensor shall also provide access to maps and currently available records such as drawings, plans and any other information which it uses in its daily transaction of business necessary for evaluating the availability of surplus space or excess capacity

on support structures and for evaluating access to a specified area of Licensor's rights-of-way as identified by Licensee.

(b) Licensee shall make written application to use Licensor's space, in triplicate, to Licensor for permission to do so, substantially in the forms attached as Exhibit A, page 1, or Exhibit C, page 1, hereto, as the case may be, and hereby made a part of the Agreement. Licensor will respond to each application (either approving or denying same, in whole or in part) as quickly as possible. If said application is approved, Licensor's approval shall include a list of the rearrangements or changes required to accommodate Licensee's facilities, and an estimate of the time required to make such rearrangements or changes. If said application is denied, Licensor will give reasons for the denial. Licensee may challenge any denial by first following the escalation process established in Para. IX(A)(1) of the "Commission's Rights-of-Way Rules" followed by the filing of a complaint with the California Public Utilities Commission, or by taking any other action available to Licensee under applicable law. If said application is approved, permission to place the equipment described in said application on or in the Outside Plant therein identified shall be granted by Licensor, subject to the terms and conditions herein and of said approval. Licensor may, from time to time, supplement and revise the work rules shown on Exhibit B, pages 1 through 3, and Exhibit D, pages 1 through 5, attached hereto, so long as said work rules shall be uniformly applicable to Licensor and Licensee;

(1) In situations where there is no available space for an additional attachment, the Licensor is obliged to negotiate with the licensee seeking access to attempt to find some alternative solution such as rearrangement or modification of the existing space to accommodate the licensee's needs. The costs of support structure capacity expansions and other modifications shall be shared only by all the parties attaching to utility support structures which are specifically benefiting from the modifications on a proportionate basis corresponding to the share of usable space occupied by each benefiting licensee. In the event the Licensor incurs additional costs for trenching and installation of conduit due to safety or reliability requirements which are more elaborate than a telecommunications-only trench, the licensee's should not pay more than they would have incurred for their own independent trench. Disputes regarding the sharing of the cost of capacity expansions and modifications shall be subject to the dispute resolution procedures contained herein. In the event that the Commission must resolve disputes over access rights, the burden shall be on the incumbent to justify any claims asserted in defense of its refusal to permit access.

(c) Licensor shall provide cost estimates for the costs incurred for (1) copies and (2) any preparation of maps, drawings or plans necessary for evaluating the availability of surplus space or excess capacity on support structures and (3) for evaluating access to Licensor's rights-of-way, and Licensee shall pay the estimated costs in full prior to Licensor performing this research. The estimated costs will be

adjusted to reflect actual costs upon completion of the requested tasks. Licensor shall provide records research results within 20 days of receipt of payment from Licensee. If more than 20 days is necessary due to the size or complexity of the request, a mutually agreeable timeframe will be negotiated.

(d) If Licensor is required to perform make ready work on its poles, ducts or conduit to accommodate Licensee's request for access, Licensor shall perform such work at Licensee's sole expense. Such work shall be completed as quickly as is commercially reasonable with applicable legal, safety, and reliability requirements. Licensor shall prepare a cost estimate and Licensee shall pay estimated costs in full prior to Licensor's performing make ready work. The estimated costs will be adjusted to reflect actual costs upon completion of requested tasks.

(e) If Licensee cancels or withdraws an application after the Licensor has begun to process such application, Licensor shall be reimbursed for actual costs of such processing to the date of such cancellation or withdrawal.

4. APPLICATION LIMITATIONS Licensee shall limit the filing of applications for new support structure attachment (or rearrangements thereof) to include not more than fifty (50) manholes/handholes and two hundred (200) poles on any single application. Licensee may submit as many separate applications as it desires. The foregoing limitations on applications shall not apply to system rebuilds by Licensee which do not require equipment rearrangements. The Licensor shall not unreasonably delay its approval of pending applications filed by the Licensee.

5. CONCURRENT APPLICATIONS Should applications be received from Licensee and any other licensee under an agreement with Licensor requesting authority to place equipment on or in the same Outside Plant (the "common Outside Plant") and no such application has been approved by Licensor or, if approved by Licensor, no work in connection therewith has been undertaken by Licensor or Licensee, as the case may be, Licensor shall notify each such applicant of the requested use of common Outside Plant, indicating which Outside Plant is proposed for common use, and Licensor shall request each such applicant to designate alternative Outside Plant to the common Outside Plant for the placement of its equipment. If, after such request, each applicant continues to propose that its equipment, or a portion thereof, be placed on common Outside Plant, Licensor shall determine whether joint use may physically and technically be made of the common Outside Plant, and whether such joint use of the common Outside Plant is practicable. If Licensor determines that joint use of the common Outside Plant is physically and technically feasible, Licensor shall apportion the cost of any changes or rearrangements in its Outside Plant necessary to accommodate the applicants' joint use thereof. Such apportionment shall be conducted on a proportionate basis corresponding to the share of usable space occupied by each licensee. If Licensor determines that joint use of the common Outside Plant is not physically and technically feasible, that application received first in time shall have priority as to placement of its equipment thereon, provided that Licensee shall have the right to challenge such determination before the Commission.

6. PERMISSION TO OCCUPY Upon Licensee receiving an approval from Licensor of any such application referred to in Paragraph 3, Licensee shall have the right to install, maintain and use its equipment described in said application on or in the Outside Plant identified therein. Such installation, maintenance and use shall be subject to the terms and conditions of said application, the terms and conditions of Licensor's Work Rules (as from time to time supplemented and revised), attached hereto as part of Exhibit B and Exhibit D, and in conformity with all applicable laws, rules and regulations of State and Federal governments, agencies and other governmental authorities, including, but not limited to, the California Public Utilities Commission. Licensor's Work Rules shall not have a discriminatory impact upon Licensee. In the event of a conflict between this Agreement and the Work Rules, whether as attached or as later amended, the terms of this Agreement control. Before commencing any such installation, Licensee shall notify Licensor in writing of the time when it proposes to do said work at least seventy-two (72) hours in advance thereof so that Licensor may, if it so elects, arrange to have its representative present when such work is performed.

7. PLACEMENT OF EQUIPMENT

(a) Maintenance Obligations of Licensee Licensee, subject to the provisions of Licensor's work rules, shall, at its own expense, place and maintain said equipment on or in said Outside Plant (i) in a safe condition and in thorough repair, (ii) in such manner so as not to conflict or interfere with the working use of said Outside Plant by Licensor or others using said Outside Plant or with the working use of equipment of Licensor or others on or in said Outside Plant, (iii) in conformity with all laws,

regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to construction of Class C communications facilities including, without limiting the scope of the foregoing, General Orders, Nos. 95 and 128, of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof, and (iv) Licensor agrees to provide Licensee with at least 60 days prior written notice of any proposed changes in the applicable requirements and specifications to be prescribed hereunder, during which period Licensee shall have the opportunity for review and comment thereon. If the Parties cannot agree within 60 days to the proposed changes, the Parties will submit the issue(s) to the Commission for dispute resolution.

(b) Timeframe for Placement of Equipment Licensee shall use space on or in said Outside Plant covered by each approved individual application within nine months of approval; provided, however, that any delays in such completion caused solely by Licensor and/or a third-party or other acts beyond the control of Licensee shall be added to such time limit. In the event Licensee should fail to complete the placement of such equipment within said prescribed time limit, or any extension thereof, the permission given by Licensor to place said equipment may be revoked by Licensor upon thirty (30) days prior written notice to Licensee; provided, however, said revocation will be stayed so long as Licensee undertakes and continues substantial effort to complete the placement of the equipment. In the event permission is revoked, Licensee shall not have the right to place said equipment without first reapplying for and receiving permission to do so, all as prescribed above.

(c) Suspension of Work Licensor shall have the right to require Licensee to suspend immediately any work being performed or to be performed by or for Licensee hereunder whenever in Licensor's sole reasonable opinion such work is being performed or is to be performed in a manner contrary to any of the provisions of this Agreement or in any manner which might cause injury to persons or damage to property. Such suspend notice shall be in writing. Licensor's failure to require suspension of any such work shall not be deemed approval thereof by Licensor. Subject to limitation of liability provisions herein, if Licensee fails to suspend work after notification by Licensor to do so, the Licensee shall assume complete responsibility. Licensee shall not resume any work so suspended until Licensor has given Licensee written approval to do so, which shall not be unreasonably withheld or delayed.

8. SUBSEQUENT PLACEMENT OF EQUIPMENT

(a) Licensee shall not have the right to place, nor shall it place, any additional equipment on or in the Outside Plant used by it hereunder without first making application for and receiving permission to do so, as described herein; nor shall Licensee change the position of any equipment on or in the Outside Plant hereunder without Licensor's prior written approval, which approval shall not be unreasonably withheld.

(b) If Licensor finds that Licensee has placed any equipment on or in any part or parts of said Outside Plant without first making written application for and receiving permission to do so, Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may impose a fee therefore, as described in this

Paragraph. For every violation of the duty to obtain approval before attaching, the owner or operator of the unauthorized attachment shall pay to Licensor a penalty of \$500 for each violation. This fee is in addition to all other costs which are part of the Licensee's responsibility. Each unauthorized pole attachment shall count as a separate violation for assessing the penalty. Following this payment, the annual charges shall be the standard annual charges. No act or failure to act by Licensor with regard to said unauthorized use shall be deemed as a ratification or the giving of permission for such use. Any ratification of Licensee's unauthorized use of Licensor's Outside Plant shall not be construed as a waiver of any subsequent unauthorized use by Licensee.

9. RESERVATION OF CAPACITY SureWest may reserve space for imminent use where construction is planned to begin within nine months of a request for access.

10. REARRANGEMENTS AND/OR MODIFICATIONS

(a) Licensor shall provide Licensee sixty (60) days' written notice of any planned modification to Licensor's Outside Plant to meet Licensor's own service requirements or those of any other owner of an interest in Licensor's Outside Plant. Licensee shall perform such work within such sixty (60) day time frame, except that if such modification requires the rearrangement, relocation, or transfer of Licensee's facilities, Licensor shall provide Licensee with an opportunity to review and comment on the planned modification and to assist in the development of plans, and in that event, Licensee shall rearrange, relocate, or transfer its facilities within a mutually agreeable time frame. Subject to paragraph 17 regarding Emergency Restoration, if

an agreement is not reached within a reasonable time frame or if Licensee does not rearrange, relocate or transfer its facilities within the mutually agreed timeframe, Licensor, at its discretion, may perform such work at Licensor's expense. In the case of an emergency modification to Licensor's Outside Plant, Licensor may perform such work in connection with Licensee's facilities as Licensor reasonably deems necessary to respond to the emergency, provided that where possible, Licensor first provides verbal notice to Licensee and defers action until Licensee responds, before commencing such work.

(b) If technically feasible, Licensor will modify its Outside Plant to accommodate a request by Licensee or a subsequent licensee for additional capacity. Before commencing the work necessary to provide such additional capacity, Licensor will notify all other parties that have facilities on or in Licensor's outside plant, and when possible, will include those modifications required to accommodate other attaching parties, including Licensor.

(c) The cost of modifying Licensor's outside plant to accommodate Licensee's request, an existing or prospective attaching party's request, or the needs of Licensor (except as provided in paragraph 17 below), shall be borne by the party requesting such modification, except to the extent other parties attaching to the outside plant specifically benefit from the modification. In that case, the parties benefiting from the modifications shall share in the costs on a proportionate basis corresponding to the share of useable space occupied by each benefiting party. For example, if a new licensee desires access to a structure use that requires a modification or

rearrangement of existing facilities, the cost of such modification or rearrangement will be borne solely by the new licensee. Another example: If it is required due to government regulation that existing facilities be modified or rearranged, the cost of such rearrangement or modification to Licensor and each Licensee will correspond to the share of usable space occupied by each carrier.

(d) In the event of any service outage affecting both Licensor's and Licensee's facilities, both parties shall mutually agree on reasonable restoral plans.

(e) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one duct with the placement of substitute facilities in another duct unless Licensee applies for and Licensor grants a license for such conduit system occupancy. In cases where an emergency exists that affects both parties, and where only one spare innerduct of duct is present. Licensor has maintenance priority.

11. RECLAMATION If Licensor has need of existing space which is being occupied by the equipment of Licensee, Licensor shall give written notice to Licensee. Licensor and Licensee shall negotiate in good faith in an attempt to enter into an agreement within nine (9) months after the notice is furnished to provide for the rearrangements of Licensee's equipment or modifications of Licensor's existing plant necessary to maintain Licensee's equipment. If such an agreement is not negotiated and executed within this time, Licensor may reclaim existing space only if

the following additional requirements are met: (1) the space being reclaimed must be reasonably and specifically needed to service Licensor's customers; (2) there are no other cost effective, feasible solutions to meet Licensor's needs (including rearrangement of Licensee's equipment or modification of Licensor's existing plant, as described above in Section 10); (3) there are no cost effective, feasible, technological means of increasing capacity of the support structure for additional attachments; and (4) Licensee has refused to pay the costs of rearrangements or modifications necessary to maintain Licensee's equipment. Licensor shall not displace Licensee's equipment without first notifying the Commission and obtaining authorization to do so. If such authorization is obtained, Licensee shall promptly remove its equipment at Licensee's expense

12. RECIPROCITY Licensee agrees that, upon request of Licensor, Licensee will provide Licensor access to Licensee's rights-of-way, within Licensor's franchise service territory, under terms, conditions, and prices to be negotiated by the parties.

13. CHOICE OF LAW Licensor acknowledges that the placement of equipment by Licensee hereunder is regulated by the laws of the State of California. Both Parties agree to comply with all applicable federal and state law, including California statutes and regulations, and all applicable Orders of the California Public Utilities Commission and/or the Federal Communications Commission. Any disputes arising under this Agreement shall be decided pursuant to California law.

14. LICENSOR'S RIGHTS Licensor reserves to itself and to each other owner of said Outside Plant the right to maintain that Outside Plant and to operate their equipment thereon or therein in such a manner as will best enable them to fulfill their own service requirements, and neither Licensor nor any said other owner shall be liable to Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's equipment arising in any manner from the use of said Outside Plant and the equipment thereon or therein by Licensor and each said other owner, with the exception of the negligence or willful misconduct of Licensor or Licensor's agents, servants or independent contractors. However, Licensor shall use reasonable efforts to avoid any interruption to Licensee's service or interference with the operation of Licensee's equipment.

15. LAWFUL EXERCISE OF PERMISSION Licensee shall obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder prior to undertaking any work pursuant to any such application, and shall at all times comply with the terms of any such permits, licenses or grants. Upon request from Licensor at any time, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements.

16. This section omitted intentionally to maintain numbering consistency.

17. EMERGENCY RESTORATION. In cases of emergency, Licensor and Licensee may perform rearrangements, transfers or other work on their respective equipment with reasonable notice given to the other Party (reasonable notice may

constitute notice after the rearrangement, transfer, or other work occurs). Each Party shall bear all costs arising out of emergency repairs which each Party makes to its own facilities. Licensee shall reimburse Licensor for all costs incurred by Licensor arising out of emergency repairs performed by Licensor, at Licensee's request, to Licensee's facilities.

(a) In the event of any service outage affecting both Licensor's and Licensee's facilities, both Parties shall mutually agree on reasonable restoral plans when notice and coordination are practical.

(b) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one duct with facilities in another duct, unless Licensee applies for and Licensor grants a license for such conduit system occupancy.

(c) Except as otherwise agreed upon by the Parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The Parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the

site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

18. VOLUNTARY REMOVALS Licensee may at any time, subject to the provisions of Licensor's work rules, remove its equipment from any of said Outside Plant. In each such case, Licensee shall immediately give Licensor written notice of such removal. Removal of said equipment from any part of said Outside Plant by Licensee, unless temporary, shall constitute a termination of all of Licensee's rights and privileges to use such Outside Plant. Licensee will not install and then remove facilities for the purpose of obstructing Licensor's or other licensees' use of Licensor's facilities.

19. RECURRING CHARGES For placing and maintaining said equipment on or in said Outside Plant:

(a) Licensee shall prepay to Licensor amounts to be computed as of the first day of January and as of the first day of July of each calendar year during the existence of this Agreement, provided that Licensee's first payment will be due before placing its equipment on said Outside Plant and shall cover the period from the placement of the equipment on said Outside Plant to the commencement of the next semiannual period specified above.

(b) Conduit and support structure license fees will be computed in accordance with the rates specified in Exhibit E.

(c) The Parties acknowledge that it may be necessary to amend this Agreement from time to time to reflect changes in tariffs and FCC or CPUC decisions, rules and requirements, including changes resulting from judicial review of

applicable regulatory decisions, and the Parties shall renegotiate in good faith such mutually accepted new terms as may be required. If an agreement is not reached, the matter should be resolved in accordance with the dispute resolution established by the Commission.

(1) If any provision of the Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the parties will negotiate in good faith to reconcile the conflict. If the conflict cannot be reconciled, the contract provision will control. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this subsection.

(d) For the purpose of determining the number and/or amount of support structure attachments and conduit footage to be billed under the above provision, all support structure attachments and conduit footage as reported in such applications as are approved by Licensor, or in any supplements, additions or amendments thereto, shall be included in the number to be billed. Payments shall be made by Licensee within thirty (30) days after the invoice is received by the Licensee.

(e) Any undisputed amount to be paid by Licensee to Licensor which is not paid when due shall bear simple interest at the rate of 1½% per month until paid.

20. NO VESTING No use, however extended, under this Agreement shall create or vest in either Party any ownership or property rights in the other's property. Licensee's rights to use Licensor's property shall be and remain a mere license. Licensor shall have no rights in Licensee's property. Nothing herein contained shall be construed to obligate Licensor to grant Licensee permission to use any particular support structure or conduit. The Licensor retains the right, in its sole reasonable

discretion, to determine the availability of space on or in its outside plant subject to Licensee's right to challenge to the Commission a denial of an application on the grounds of lack of space. In the construction and maintenance of any of its contacts, Licensee agrees to conform to the requirements of General Orders Nos. 95 and 128 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

21. TRANSFER Nothing contained in this Agreement, or any occupancy permit subject to this Agreement, shall in any way affect Licensor's right to convey, or transfer to any other person or entity, Licensor's interest in any of Licensor's Structure. Licensor shall give Licensee at least 90 days written notice prior to abandoning, conveying, or transferring any Structure to which Licensee has already attached its facilities, or any Structure on which Licensee has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or rights-of-way is to be conveyed or transferred.

22. DAMAGE TO EQUIPMENT Each party hereto shall exercise precaution to avoid causing damage to the equipment of each other and of third parties on or in said Outside Plant, and each such party shall assume all responsibility for any and all loss from any such damage caused by its negligence or intentional misconduct, including its employees, agents and/or contractors. Each party hereto shall make an immediate written report of the occurrence of any such damage to the other party hereto and/or the owner of the damaged equipment. In this connection, Licensee

agrees to participate as a paying member of the Underground Service Alert program for the purpose of locating underground facilities.

23. INSPECTIONS All work performed by Licensee shall be performed in accordance with Licensor's applicable Work Rules. Licensor, at Licensee's expense, shall have the right to make an initial inspection of the installation or modification of Licensee's equipment on and in the vicinity of said Outside Plant to confirm compliance with Licensor's work rules. Licensor's expense shall be calculated at Licensor's then-current average labor rate for the appropriate position in effect at the time of inspection. Licensee shall be billed only for its pro rata share of such inspection expenses based upon the results of such inspections. Licensor, at Licensor's expense, may make periodic inspections. If, upon completion of any of said inspections, Licensor notifies Licensee in writing to correct omissions to, violations of, or deviations from any of Licensor's applicable construction requirements, Licensee, if Licensee agrees, shall correct said omissions, violations or deviations within forty-five (45) days. If Licensee does not agree, then the Parties shall follow the expedited dispute resolution procedure establish by the Commission to resolve rights-of-way disputes. If, in Licensor's sole opinion, such omissions, violations or deviations present a serious threat of immediate bodily harm or injury or damage to property, Licensee shall, if Licensee agrees, make said corrections within forty eight (48) hours of Licensor's written notice to do so. If Licensee does not agree, Licensor may, at its option, make said corrections. The Party responsible for the costs of such corrections shall be determined pursuant to the Commission's expedited dispute resolution principles for rights-of-way disputes.

24. INDEMNITY Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), its agents, directors, officers, employees and assigns of the Indemnified Party and the Indemnified Party's affiliates, from and against any and all claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligence, gross negligence, intentional misconduct or violation of statute, regulation or other law by the Indemnifying Party, the Indemnifying Party's affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's affiliates, in connection with this Agreement. The covenants set forth in this entire Paragraph shall survive the termination of this Agreement. This paragraph is not intended to displace any other indemnity required by applicable law.

25. ENVIRONMENTAL MATTERS

(a) Licensor warrants that: (i) it shall promptly provide Licensee with notice of any Environmental Claim directly or indirectly related to Licensee's Facilities, Licensee's Attachments, or Licensee's activities on Licensor's Poles, Conduit, or rights-of-way , (ii) it shall provide Licensee with notice of any Release of Hazardous Material onto its rights-of-way or in its Conduit of which it has knowledge which directly or indirectly affects Licensee's Facilities, Licensee's Attachments, or Licensee's activities on Licensor's Poles, Conduit, or rights-of-way ; (iii) it, and its employees, agents, and subcontractors will, upon receipt of notice thereof, comply with the conditions or

requirements of any permit, authorization, order, or directive issued by a court, or applicable governmental agency applicable to its Poles, Conduit, or rights-of-way, for which it is responsible; (iv) if Licensor causes Hazardous Materials to contaminate Licensee's facilities attached to Licensor's Poles, Conduit, or rights-of-way, including soil, surface water, or groundwater, Licensor will clean up and remove at its cost the Hazardous Material in accordance with applicable Environmental Laws, and remediate the rights-of-way to the condition approved by the applicable governmental authority. Licensor may subcontract the clean up and removal of Hazardous Materials, and (v) Licensor will repair all of its facilities, containing Licensee's attachments, to the extent that Licensor's facilities are damaged by Hazardous Materials released by Third Parties.

(b) Licensee warrants that: (i) it shall promptly provide Licensor with notice of any Environmental Claim resulting directly or indirectly from Licensee's activities on Licensor's Poles, Conduit, or rights-of-way , (ii) it shall promptly provide Licensor with notice of any Release of Hazardous Material into Licensor's Conduit or onto its rights-of-way of which it has knowledge which is reportable under the Environmental Laws or directly or indirectly affects the activities of Licensor or other licensees on Licensor's Poles, Conduit, or rights-of-way ; (iii) it, and its employees, agents, and subcontractors will, upon receipt of notice thereof, comply with the conditions and requirements of any permit, authorization, order, or directive issued by a court or governmental agency applicable to Licensor's Poles, Conduit, or rights-of-way , for which it is responsible; and (iv) if Licensee causes Hazardous Materials to contaminate Licensor's Poles, Conduit, or rights-of-way , including soil, surface water, or groundwater, Licensee will clean up

and remove at its cost the Hazardous Material in accordance with applicable Environmental Laws, and remediate the rights-of-way to the condition approved by the applicable governmental authority. Licensee may subcontract the clean up and removal of hazardous materials.

(c) For purposes of this Section, the following terms shall have the following meanings:

(1) Environmental Claim - any claim, suit, penalty, fine, action, debt, damage, cost, loss, liability, lien, obligation, judgment, or expense (including reasonable attorney's fees, which shall include allocable costs of in-house counsel, and consultant's fees) arising out of, as a result of, or in connection with any Environmental Law.

(2) Environmental Law - any applicable local, state, or federal law, ordinance, or regulation that relates to: (i) the pollution or protection of air, ground, surface water, soil, or other environmental media, (ii) occupational health and safety, (iii) the manufacturing, processing, recycling, distribution, use, investigation, reporting, treatment, storage, disposal, or transportation of any Hazardous Material; or (iv) the Release or threatened Release of any Hazardous Material.

(3) Hazardous Materials - (i) any substance or material that is now or hereafter defined or classified as a hazardous material, hazardous chemical, pollutant, contaminant, or toxic or hazardous substance under any Environmental Law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or (ii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or

transportation of which is now or hereafter subject to regulation under any Environmental Law.

(4) Release - any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) SureWest's Conduit or rights-of-way or (ii) any other environmental media, including but not limited to, the air, ground, soil, or surface water.

26. INSURANCE Throughout the life of this Agreement, Licensee, its agents or contractors shall maintain in full force and effect insurance with minimum coverages as described below showing Licensor as an additional insured and/or loss payee, as its interest may appear. Such insurance shall be provided by policies issued by admitted insurers having and A.M. Best Rating A- or better.

(a) Workers Compensation Insurance in compliance with all statutory requirements, including Employer's Liability with limits of not less than \$1,000,000.

(b) Commercial General Liability Insurance with limits of liability of at least \$1,000,000 Bodily Injury and Property Damage Per Occurrence, and \$2,000,000 Bodily Injury and Property Damage Annual Aggregate. This Commercial General Liability Policy must name Licensor as an additional insured.

(c) Property insurance on a form equal to or broader than an ISO "special causes of loss form," insuring Licensee's real and personal property on a full replacement cost, or functional replacement cost basis, while situated on or within property leased from Licensor. Licensee may elect to insure business interruption

and contingent business interruption, but it is agreed that Licensor has no liability for loss of profit or revenues should an interruption of service occur.

(d) Business auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability.

(e) Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate to provide excess limits over all primary liability coverage.

(f) The limits of the insurance policies obtained by Licensee as required above shall in no way limit Licensee's liability to Licensor should Licensee be liable to Licensor under the terms of this Agreement or otherwise.

(g) Licensee shall furnish to Licensor a certificate or certificates of insurance, satisfactory in form and content to Licensor, evidencing that the above coverage is in force and has been endorsed and to guarantee that the coverage will not be canceled or materially altered without first giving at least 30 days prior written notice to Licensor.

(h) All policies of insurance required under this Section 26 shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Licensor may carry.

(i) The foregoing notwithstanding, Licensee shall have the right to self-insure with regard to the above insurance requirements. Self-insurance requirements are as follows: (1) The party desiring to satisfy its Workers'

Compensation and Employers Liability obligations through self-insurance shall submit to the other party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state and covered by this agreement; and

(2) The party desiring to satisfy its automobile liability obligations through self insurance shall submit to the other party a copy of the state-issued letter approving self-insurance for automobile liability by each state covered by this Agreement; and

(3) The party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other party 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 and have liquid assets of at least \$3,000,000 as demonstrated by the most recent year-end financial statement.

27. FAITHFUL PERFORMANCE BOND At the time of making written application under this Agreement, Licensee may be required by Licensor to furnish Licensor with a bond to cover the faithful performance by Licensee of its obligations to make the payments provided for in paragraphs 8, 15, 17, 20, 22 and 23 hereof; to pay the premiums for the insurance provided for in paragraph 24 hereof; and to remove or to pay for the removal of its equipment from said Outside Plant, or any of them, if this Agreement should be terminated in whole or in part pursuant to Paragraph 27 or Paragraph 34 hereof. Licensor may require such bond only if Licensee does not maintain 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 and have liquid assets of at least \$3,000,000 as demonstrated by the most recent year-end financial statement. Such bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to Licensor; shall not be subject to termination or cancellation except upon thirty (30) days prior written notice of cancellation thereof or material change thereto by certified mail to Licensor; shall be in such form and in such amount as Licensor shall reasonably specify from time to time; and, subject to termination or cancellation as aforesaid, shall be maintained in full force and effect in the amounts and for the period or periods required by Licensor, including reinstatement thereof at any time throughout the life of this Agreement.

28. DEFAULT

a. If the surety on the bond mentioned in Paragraph 24 hereof should give notice of the termination of said bond and Licensee has not completed a substitution of said bond by another surety within thirty (30) days written notice of the cancellation, or if Licensee should default in its obligations under Paragraph 24 hereof and such default shall continue for thirty (30) days after written notice thereof by Licensor to Licensee, unless in Licensor's reasonable judgment Licensee is diligently pursuing a cure of such default, or if Licensee should default in any other of its material obligations under this Agreement and such default shall continue for thirty (30) days after written notice thereof by Licensor to Licensee, unless in Licensor's reasonable judgment Licensee is diligently pursuing a cure of such default, Licensor may, by written notice to Licensee, forthwith terminate this Agreement or forthwith terminate any or all

applications approved by it hereunder, and Licensee, subject to the provisions of Licensors work rules, shall remove its equipment from the Outside Plant to which said termination applies within six (6) months from such notification. Licensee shall undertake such removal (i) in a safe manner, (ii) in such a manner so as not to conflict or interfere with the working use of said Outside Plant by Licensor or others using said Outside Plant or with the working use of equipment of Licensor or others on or in said Outside Plant, and (iii) in conformity with all applicable laws, regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Class C communications facilities.

(b) If Licensee should default in the removal of any of its equipment which it is obligated under this Agreement to remove from any part or parts of said Outside Plant within the time allowed for such removal, Licensor may elect, by a written notice to Licensee, to remove said equipment, in which event Licensee shall reimburse Licensor's actual costs for performing such removal.

29. COSTS AND ATTORNEYS' FEES In any suit, action or other legal proceeding arising out of this Agreement, the prevailing Party in such suit, action or other legal proceeding shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorneys' fees as are incurred in such suit, action or other legal proceeding.

30. PAYMENTS All amounts payable by Licensee to Licensor or others under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills therefore. Failure to pay any good faith

undisputed amount within ten (10) days of notice of delinquency shall constitute a default of this Agreement. All billing disputes shall be resolved pursuant to the dispute resolution procedures described in the "Commission's Rights-of-Way Rules" as described in Section 36 below.

31. APPORTIONMENT OF COSTS In the event that one Party is responsible to the other Party hereunder with respect to the payment of or reimbursement for costs or expenses, such costs or expenses shall be reasonable under the circumstances and shall be actual and direct costs or expenses only, and, if requested, the charging Party shall provide appropriate non-proprietary documentation to the extent available. In the event that Licensee and others utilizing Licensor's facilities are jointly obligated to Licensor, the Licensee shall be responsible only for its proportionate share of costs and expenses based upon the total number of users and the amount of equipment placed on the Licensor's facilities.

32. NO EXCLUSIVE RIGHTS Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor or any other owner of an interest in said Outside Plant, by contract or otherwise, upon others to use any Outside Plant covered by this Agreement; and Licensor and each such other owner shall have the right to continue and extend such right or privileges. The license herein granted to Licensee shall at all times be subject to any such existing contracts and arrangements.

33. TERM AND TERMINATION Unless terminated earlier as provided herein, this Agreement shall become effective and remain in effect for five (5) years from the final date of execution by the Parties. Upon expiration of the five years term, either Party may terminate this agreement by providing at least six (6) months prior written notice of termination to the other Party. After expiration of the five year term, this Agreement shall remain in full force and effect until terminated pursuant to the provision contained herein. Except for termination by default, if either Party serves written notice of termination, the other Party may request at any time prior to the date of termination, negotiation of a new Support Structure Use Agreement to take the place of this Agreement. Except for termination by default, the terms of this Agreement shall remain in place until the new agreement becomes effective or until one year after the notice to renegotiate, whichever comes first. Any arbitration, including appeals therefrom, regarding the terms of a successor agreement shall not be included in the one year period. Except as expressly provided in this Agreement. Licensee's facilities shall not be removed from Licensor's property as long as this Agreement, and any successor agreement(s) is/are effective.

Termination of this Agreement in whole or in part shall not release either Party from any liability or obligation hereunder which may have accrued, which may be accruing, or which arises out of any claim that may have accrued or may be accruing at the time of, or subsequent to, termination, except that no claim by either Party under this Agreement may be commenced against the other Party more than three years after the termination of this Agreement.

34. ASSIGNMENT This Agreement is personal to the Licensee. Licensee shall not, without the prior written consent of Licensor, assign, transfer or sublet any privilege granted to it hereunder, nor shall it, without such consent, assign, transfer, sublet or permit any other person to use any of its said equipment placed in or on Licensor's Outside Plant. Notwithstanding the foregoing, Licensee shall have the right of assignment, transfer or subletting hereunder in the event that (a) its proposed assignment, transfer or subletting has been approved by all the appropriate licensing authorities, or (b) the proposed assignee, transferee or sublessee is a financially responsible affiliate of Licensee, and Licensee agrees to remain liable to Licensor with respect to its obligations under this Agreement. Licensee agrees that it shall give Licensor written notice within ten (10) days of any proposed change in its name, any transfer of all or a portion of its system, any transfer of substantially all its assets (whether voluntary or involuntary), and any major change in its form of doing business, including, but not limited to, incorporation, dissolution, merger, reorganization and bankruptcy proceedings. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

35. NOTICE Wherever in this Agreement notice is required or permitted to be given by either Party hereto to the other, such notice shall be in writing and transmitted by United States mail, first-class postage prepaid, by personal delivery or overnight express to Licensor at its office at 200 Vernon Street, P.O. Box 969, Roseville, California 95678, to the attention of Director, Outside Plant or to Licensee at its office at

2600 Camino Ramon, Room 2W954, San Ramon, California 94583, Attn. Timothy Dawson, or, to such other address as either Party hereto may from time to time designate for that purpose.

36. REGULATORY CHANGES

(a) This Agreement is subject to the California Public Utilities Commission's Rules Governing Access to Rights-of-Way and Support Structures of Incumbent Telephone and Electric Utilities set forth in Appendix A to Decision 98-10-058 dated October 22, 1998, as the same may be amended from time to time (the "Commission's Rights-of-Way Rules").

(b) This Agreement shall be subject to such changes or modifications as may be required or permitted by the California Public Utilities Commission or the Federal Communications Commission in the exercise of lawful jurisdiction, including changes resulting from judicial review of applicable regulatory decisions, and any modification, revision, renewal or extension of this Agreement shall so state. The Parties agree that such changes will be incorporated into the Agreement, pursuant to the procedure in Paragraph 19(c), as of the effective date of such change in tariff or FCC or CPUC decisions, rules or requirements.

(c) In the event that any applicable legislative, regulatory, judicial or other legal action renders this Agreement, or any part of this Agreement void or materially affects the ability of either party to perform any of its terms, or requires modification of any terms of this Agreement, either Party may require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually

acceptable new terms as may be required. If an agreement is not reached, the matter should be resolved in accordance with the dispute resolution established by the Commission.

37. ENTIRE AGREEMENT/CONFLICT WITH PRIOR AGREEMENTS This Agreement, including the exhibits hereto which are incorporated by reference herein, constitutes the entire understanding between the Parties with respect to the matters set forth herein or therein and supersedes all prior or contemporaneous understandings or agreements between the Parties with respect to the subject matter hereof or thereof, whether oral or written. This Agreement may be amended as required; however, no such amendment shall become effective unless and until the amendment has been agreed to in writing by the Parties hereto. However, this Agreement does not affect the validity of any prior Joint Use Agreement(s) to which both Parties are signatories, nor does this Agreement affect the validity of any equipment placed by one Party upon the property of the other Party pursuant to any such prior Joint Use Agreement(s).

38. APPLICABLE LAW The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made, executed and performed there.

39. TIME OF ESSENCE Time is of the essence of this Agreement.

40. FORCE MAJEURE Neither Party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or negligence. In the event of any such excused delay, the time for performance shall be extended for a period equal

to the time lost by reason of the delay. If any excused delay occurs, the Party unable to perform shall give immediate notice to the other Party, while simultaneously seeking, in good faith to utilize reasonable alternative means for accomplishing the purposes of this Agreement and preventing delay.

41. WAIVER Waiver by either Party of any provisions of this Agreement, or default or breach by any other Party, shall not be deemed a general waiver of provisions, or as a waiver by the non-defaulting Party of any subsequent default or breach.

42. NO THIRD PARTY BENEFICIARIES All of the terms, conditions, rights and duties provided for in this Agreement are and shall always be, solely for the benefit of the Parties. It is the intent of the Parties that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

43. NO EFFECT ON FUTURE INTERCONNECTION AGREEMENT POSSIBILITIES
To the extent any interconnection agreement is negotiated and executed in the future between the Parties, the existence of this Agreement shall not affect such negotiations or the terms of any such interconnection agreement.

44. NONDISCRIMINATORY ACCESS Licensor shall provide nondiscriminatory access to its poles, conduits and rights of way.

Pacific Bell Telephone Company
a California corporation

By: _____

Title: _____

Date: _____

SureWest Telephone,
a California corporation

By: _____

Title: _____

Date: _____

EXHIBIT A: AERIAL SUPPORT STRUCTURE USE APPLICATION

Company Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
e-mail: _____
Contact: _____

Date: _____
SureWest's CWO #: _____

SureWest Telephone
P.O. Box 969
Roseville, CA 95678

In accordance with the terms of that certain Support Structure Use Agreement between
SureWest Telephone and _____

dated _____, 20____ covering the use of ST aerial support structures located at

County of _____, State of California, we hereby request permission to
place and maintain certain equipment on certain aerial support structures, as described
and delineated on the sketch and diagram appearing on the attached drawings.

By: _____ Dated: _____, 20____.
Title: _____

Permission is hereby granted by **SureWest Telephone** to place the above described
equipment on the above identified poles subject to the terms and conditions of the
Structure Use Agreement.

ST By: _____ Dated: _____, 20____.
Title _____

EXHIBIT B

WORK RULES FOR SUPPORT STRUCTURE USE

1. Licensee shall be solely responsible for the proper design, construction and maintenance of its attachments. Attachments generally will be limited to strand-supported cable and necessary appurtenances deemed by Licensor to be suitable for support structure mounting.

2. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Agreement. In such cases, Licensor will, at its reasonable discretion, furnish to Licensee written materials which will specify and/or explain the required construction.

3. Any rearrangements of Licensor's facilities or replacement of support structure required to accommodate Licensee's attachments shall be arranged and coordinated through Licensor.

4. Licensee's workmen shall assure themselves that any support structure to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.

5. Licensee's attachments shall not use or carry voltages or currents in excess of the limits prescribed for class "C" communications conductors by General Order 95 of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof.

6. Licensor shall specify the location of Licensee's attachments on each support structure, including the location of Licensee's riser cables.

7. Licensee may upon written permission of Licensor lash its cable to the strand of another Licensee, where this is acceptable to all other Licensees involved.

8. (a) Licensee, at its own sole expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of its equipment on said support structure in all cases where Licensee's anchorage requirements are not coincident with those of Licensor.

(b) In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's equipment and of Licensor's facilities on said support structure shall be held by the same guys and anchors; however, in individual cases when in Licensor's reasonable judgment such procedure is desirable, Licensee, at its own sole expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said support structure.

(c) In cases where Licensee's facilities alone, at the time of placement, overload the support structure of the Licensor, including guys and anchors, any necessary rearrangement or replacement, inspections and make ready work shall be the sole responsibility of the Licensee and at the Licensee's sole expense.

9. When Licensee has an existing valid attachment on another utility support structure and Licensor subsequently purchases an interest and becomes a joint owner of said support structure, all rearrangements, placements or replacement of Licensee's equipment necessary to allow Licensor to install its facilities on said support structure shall be at Licensor's expense.

10. Where multiple Licensees are attached to a support structure also occupied by Licensor, each licensee shall identify their cable and/or equipment by placing a unique identifier as specified by Licensor.

EXHIBIT C: CONDUIT/INNERDUCT STRUCTURE USE APPLICATION

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

e-mail: _____

Contact: _____

Date: _____

SureWest's CWO #: _____

SureWest Telephone

P.O. Box 969

Roseville, CA 95678

In accordance with the terms of that certain Support Structure Use Agreement between

SureWest Telephone and _____

dated _____, 20____ covering the use of ST conduit structure located at

County of _____, State of California, we hereby request permission to place and maintain certain equipment in certain conduit structure, as described and delineated on the sketch and diagram appearing on the attached drawings.

By: _____ Dated: _____, 20____.

Title: _____

Permission is hereby granted by **SureWest Telephone** to place the above described equipment in the above conduit structure subject to the terms and conditions of the Structure Use Agreement.

ST _____ Dated: _____, 20____.

Title _____

EXHIBIT D

WORK RULES FOR CONDUIT

1. Licensee shall be responsible for the proper design and maintenance of Licensee's cable and other equipment occupying Licensor's conduit system, manholes or hand holes.

2. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Agreement. In such cases, Licensor may at its reasonable discretion furnish to Licensee written materials which shall specify and/or explain the required construction.

3. Unless otherwise first agreed upon in writing by Licensor and Licensee, Licensor, shall, upon receiving two business days advance notice from Licensee, furnish at the site or sites of Licensee's work in said conduit system such representative or representatives of Licensor as Licensor in its sole opinion deems necessary to observe Licensee's work, such representative or representatives to be present at such site or sites at all times while Licensee is performing work in said conduit system. Licensee shall pay for Licensor's representative at Licensor's current loaded hourly labor rate.

4. When Licensee is performing work in Licensor's manholes or conduit system, Licensee shall notify Licensor two business days in advance of the time when any work is to be performed pursuant to this Agreement so that Licensor may make suitable arrangements to have its representative or representatives present when such

work is performed. Licensee shall perform the following tasks subject to Licensor's supervision:

(a) remove and replace the covers of all manholes and hand holes in which Licensee finds it necessary at any time to perform work;

(b) make appropriate inspections and tests in manholes for the presence of combustible and toxic gases and fluids before any person enters any manhole, and furnish forced air ventilation of manholes in accordance with Licensor's standard practices at all times while the manholes are occupied by workmen;

(c) rod and clean such parts of said conduit system as Licensor deems necessary in advance of the placing of any of said equipment;

(d) furnish and place in and around the work area at each manhole in which work is performed protective and warning devices such as barricades, warning lights, traffic cones and danger signs in accordance with Licensor's standard practices;

(e) pump or otherwise remove water or any other substance from manholes to the extent Licensee deems it is necessary to permit performance of work in such manholes, consistent with Pacific Bell's practices;

(f) place and/or remove all cables of Licensee (i) in or from any of said underground conduits in which Licensor has an ownership or other interest or (ii) any other conduit occupied by a cable or cables of Licensor;

(g) perform any and all work of bonding said equipment to Licensor's facilities;

(h) perform such other work in connection with the placing of said equipment in said conduit system as is reasonably necessary in order to avoid damage to said conduit system or the facilities of Licensor or others therein;

(i) remove promptly from manholes in which Licensee is performing work any and all combustible materials, such as paper and oily rags, and upon completion of work in any manhole or hand hole, Licensee shall remove promptly all used litter and refuse deposited therein in connection with the work;

(j) permanently identify, by tags or other suitable means specified by Licensor in each manhole or hand hole, all of its said equipment placed in said conduit system; and

(k) pay Licensor for Licensor's representative or for work completed on behalf of Licensee at Licensee's request at Licensor's current loaded hourly labor rate.

5. Licensee shall not

(a) perform any work in said conduit system pursuant to this agreement until and unless Licensor's representative is present at the site of such work;

(b) perform any work which, under this Agreement, is to be performed by Licensor;

(c) permit any person to smoke or use any open flame in any manhole;

(d) permit the presence in any manhole of any spark-producing tools or equipment of any kind or nature including, but not limited to, meggers, breakdown sets, electric drills, electric hammers, fusion machines, and induction sets; and

(e) install or permit to be installed in any part of said conduit system any electric supply circuits to operate any of said equipment except such supply circuits as may be an integral part of a cable of Licensee which Licensor has given Licensee permission to place in said conduit system.

6. Licensee's cables bound or wrapped with cloth or having any kind of fibrous covering or impregnated with an adhesive material shall not be permitted in Licensor's ducts.

7. The maximum permissible diameter of any cable of Licensee and the number of cables of Licensee to be placed in any of Licensor's ducts shall be determined by Licensor based upon the size and shape of the duct and the size of any existing cable in the duct, provided that the standards Licensor applies to Licensee should be the same standards Licensor applies to itself, its affiliates and other carriers.

8. Where Licensee's duct physically connects with Licensor's manhole, the section of duct which connects with the manhole shall be installed by Licensee under Licensor's supervision.

9. If Licensee constructs a duct which connects to any of Licensor's manholes, such duct shall be sealed against the entry of gases or liquids at the opening to the manholes, and if Licensee's duct enters a building, it shall be sealed at the entry to the building. The seal must be flame retardant.

10. The reasonable clearing of obstructions, repairs, dig-ups and any other reasonable work required to make a duct usable for the initial placing of Licensee's cable shall be done by the Licensor, or by others authorized by Licensor.

11. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved by Licensor.

12. All of Licensee's cables, equipment and facilities shall be firmly secured and supported to the satisfaction of Licensor's authorized representative.

13. Licensee's employees, agents or contractors shall not use work platforms, supports or planks which would be placed upon or lashed to any of Licensor's cable or equipment.

14. In cases of emergency, Licensor and Licensee may perform rearrangements, transfers or other work on their respective equipment with reasonable notice given to the other Party (reasonable notice may constitute notice after the rearrangement, transfer, or other work occurs). Each party shall bear all costs arising out of emergency repairs that each party makes to its own facilities. Licensee shall reimburse Licensor for all costs incurred by Licensor arising out of emergency repairs performed by Licensor, at Licensee's request, on Licensee's facilities.

(a) In the event of any service outage affecting both Licensor's and Licensee's facilities, both Parties shall mutually agree on reasonable restoral plans when notice and coordination are practical.

(b) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one duct with facilities in another duct, unless Licensee applies for and Licensor grants a license for such conduit system occupancy.

(c) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

15. Assignment of duct space for Licensee's cable shall be the sole responsibility of Licensor.

EXHIBIT E

RATES

A. POLES – Figures represent the annual rate per attachment per pole.

\$6.79 per pole per year.

B. CONDUITS - Figures represent the annual rate per innerduct foot.

\$0.95 per innerduct foot per year.

Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, Licensor shall have the right to change the rates, charges and fees outlined in this Agreement. Licensor will provide Licensee 60 days written notice, advising Licensee of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Licensee, Licensee may either (1) seek renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process established by the Commission.

(END OF APPENDIX B)