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TN REGULATORY AUTHORITY
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December 24, 2002

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

02-01341

Dear Chairman Kyle:

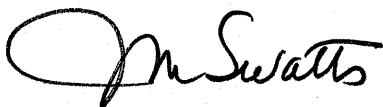
RE: Interconnection Agreement – Level 3 & Frontier VS

Enclosed for TRA approval are an original and 14 copies of a Local Interconnection Agreement between Citizens Telecommunications Company of the Volunteer State, LLC d/b/a Frontier Communications of the Volunteer State and Level 3 Communications, LLC.

A check in the amount of fifty dollars (\$50.00) to cover this filing fee is enclosed. Please stamp as "Received" the additional copy and return it in the enclosed envelope.

If you have any questions please call me at 304-325-1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director – South

Enclosure

CK# 56011252 50.00
PAID
12/30/02

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

Citizens Telecommunications Company of the Volunteer State, LLC

and

Level 3 Communications, LLC

Dated: August 15, 2002

AGREEMENT FOR LOCAL INTERCONNECTION

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ATTACHMENT 1 – TRANSPORT & TERMINATION
EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT &
SPECIFIED POINTS OF INTERCONNECTION

ATTACHMENT 2 - CENTRAL OFFICE PHYSICAL COLLOCATION
EXHIBIT A – PLAN OF PREMISES
EXHIBIT B – ITEMS PROVIDED BY COMPANY
EXHIBIT C – ITEMS PROVIDED BY COLLOCATOR

ATTACHMENT 3 - PRICING

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection, together with any Attachments hereto, (collectively, the "Agreement") made this 15th day of August, 2002, is by and between Citizens Telecommunications Company of the Volunteer State, LLC a Delaware corporation, having its principal place of business at 180 South Clinton, Rochester, NY 14646 ("Citizens") and Level 3 Communications, LLC, a Delaware limited liability company, having its principal place of business at 1025 Eldorado Blvd, Broomfield, CO 80021 ("CLEC"). Citizens and CLEC may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee, and

CLEC is a telecommunications company authorized by the Tennessee Regulatory Authority to provide local exchange telecommunications services in the State of Tennessee; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Services is a service that connects interexchange carriers to their customers located within a local access and transport area (LATA). An access service is used in originating and terminating interLATA telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.3. Act means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has tariffs or price lists, as may be applicable, for its services approved by the applicable PSC.

2.6. CLLI Codes means Common Language Location Identifier Codes

2.7. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

- 2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")
- 2.9. DS3 is a digital signal rate of 44.736 Mbps.
- 2.10. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance or Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.
- 2.11. Internet Service Provider (ISP) Bound Traffic means traffic delivered by a Local Exchange Carrier to a provider of Internet Services and which, pursuant to applicable commission decisions, rules, and law, is appropriately rated as a local call and not subject to reciprocal compensation pursuant to Section 251(b)(5) of the Act.
- 2.12. Interconnection in this Agreement is as defined in the Act.
- 2.13. Local Exchange Routing Guide (LERG) is a Telcordia reference document used by CLECs to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.14. Local Exchange Service means the provision of telephone exchange traffic or exchange access, which originates and terminates within the local calling area boundary as established and defined by the applicable state commission.
- 2.15. Local Interconnection Guide (the "Guide") means the document provided to CLEC by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining CLEC Services. This document may be updated from time to time by Citizens. In cases of conflict between the Guide and this Agreement, the terms of this Agreement shall prevail.
- 2.16. Local Traffic means calls originated by one Party's End Users and terminated by the other Party's End Users within the Local Exchange Service area as defined above. Local Traffic must be actually originated by and actually terminated to parties physically located within the same local calling area. Local Traffic will be based by the originating and terminating NPA-NXX of each call.
- 2.17. Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.
- 2.18. Meet-Point Billing (MPB) refers to a billing arrangement used when two telecommunications Carriers jointly provide a Switched Access Service over meet point trunks, with each Carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the Carriers will decide whether a single bill or multiple bill will be sent.
- 2.19. Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC, in two or more states within a single LATA.

2.20. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC).

2.21. Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.22. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic, Internet Service Provider Bound Traffic and EAS traffic.

2.23. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.24. Wire Center denotes a building or space within a building, which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT REQUIREMENTS

3.1 Citizens may, in order to safeguard its interest, require CLEC to make a deposit or letter of credit which is mutually agreed upon by both parties, (collectively referred to as a "deposit,") to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. In no event shall a requested deposit exceed two (2) months' estimated billing.

3.3. The fact that a deposit has been made in no way relieves CLEC from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

3.4. Citizens reserves the right to increase the deposit requirements when, in its reasonable judgment, a material change in conditions justifies such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that CLEC defaults on its account, subject to the dispute resolution and default provisions of this Agreement, service to CLEC will be terminated and any deposits held will be applied to its account. If CLEC makes payment for services rendered under this Agreement for twelve (12) consecutive months in a timely manner, Citizens shall return the cash deposit to CLEC, with interest, and shall not request another deposit from CLEC except as may be permitted pursuant to this Section. If a letter of credit was provided for the deposit, this letter will also be returned to the CLEC but no interest will be paid on the amount stated in the letter.

3.6. In the case of a cash deposit, interest at the rate published in the local service tariff will be paid to CLEC during the continuance of the deposit. Interest on a deposit will accrue annually.

SECTION 4. COORDINATION OF TRANSFER OF SERVICE

4.1. Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that, when an end user transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

4.2. Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each Party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Attachment, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Attachment and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Attachment shall apply.

4.3. Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:30 p.m. Citizens may charge CLEC for the coordinated transfer of service activities scheduled outside of the specified hours at the tariffed hourly labor rates.

4.4. Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Citizens and CLEC authorizing the release of such information to CLEC or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. Transfer of Service Announcement. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four (4) months.

4.6. Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. Where an end user changes service from one Party to the other Party and the end user does not retain his or her original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number immediately upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.7. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where an end user changes service from one Party to the other Party and the end user retains his or her original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, and the call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.8. Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

4.9. Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

4.10. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the NID consistent with FCC rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.11. Expedited Order Charge. Expedited order requests will be accepted, but will be assessed an expedited order charge. That charge is calculated by multiplying the total nonrecurring installation charge for the quantity ordered times the number of Business Days from the requested service date to the last date of the service date interval described in the Local Interconnection Guide, and dividing that figure by the total number of Business Days within the applicable service date interval. Further discussion and an example of the calculation of the expedited order charge is found in the Preorder Section, Due Date Guidelines, in the Local Interconnection Guide. Citizens will notify CLEC of additional expedite charges, including any additional charges for work efforts outside of normal scheduled business hours, prior to the start of any provisioning activities.

4.12. Service Date Modifications/ Customer Not Ready. CLEC may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within four (4) hours of the scheduled due date, CLEC may be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided

under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations. Information obtained pursuant to this section shall be considered Proprietary Information subject to Section 25 of this Agreement.

SECTION 6. CHARGES AND PAYMENTS

6.1. In consideration of the services provided by the Parties under this Agreement, the Parties shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:
Level 3 Communications, LLC
Attn: Ann Dixon
1025 Eldorado Blvd.
Broomfield, CO 80021
Tel: 720-888-2876

To Frontier/Citizens:
Frontier, A Citizens Communications Company
Attention: Access Verification
14450 Burnhaven Dr.
Burnsville, MN 55306

6.2. A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier/Citizens, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

6.2.1. Parties will compensate each other on verifiable records of actual usage.

6.3. Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

6.3.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

6.3.2. In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

6.3.3. In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 6.3.4 following.

6.3.4. Undisputed amounts shall be paid when due as set forth in Section 6.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

6.4. Both Parties shall use the Dispute Resolution Procedures as described in Section 7 to resolve billing disputes.

6.5. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided that is not identified in the Agreement will be governed by applicable tariffs.

SECTION 7. ESCALATION DISPUTE RESOLUTION AND MEDIATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

7.1. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach. During the impending dispute, the Parties will continue to perform their obligations under this Agreement.

7.2 The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party pursuant to Section 7.1. Such conferences shall if necessary, be escalated to the vice presidential level for each Party. In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful or if the Commission refuses to address the matter in a non-binding mediation format, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described. Notwithstanding the foregoing, Citizens may proceed with any applicable notification, disconnection or other regulatory processes associated with terminating service for nonpayment of undisputed charges for services provided under this agreement.

7.3. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

SECTION 8. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

8.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

8.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

8.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

8.4. Labor difficulties, such as strikes, picketing or boycotts;

8.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease; and provided further that the Party so affected will treat the other Party with the same level of service it provides its own operations during the period in which performance is prevented, restricted, or interfered with.

SECTION 9. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Act. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 10. REGULATORY CHANGES

10.1 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of either Party to perform any material terms of this Agreement, Level 3 or Citizens may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution and Mediation procedure set forth in Section 23.

10.2 Notwithstanding any change in law provisions to the contrary, including the previous paragraph, if the FCC or an applicable state regulatory commission has issued or subsequently issues an effective decision or establishes an effective rule regarding billing or imposing any limitation or prohibition on the use of "virtual NXXs," or similar network configurations, such action shall be deemed material to this Agreement. Once such a decision or rule is issued, either Party may request to renegotiate this Agreement with respect to the payment of compensation for virtual NXX traffic in accordance with the terms and conditions of that decision. Regardless of the time expended by the Parties to complete such renegotiations, the amendment shall be deemed effective immediately as of the effective date of the relevant decision or rule, such that a true-up of compensation may be required. In the event the parties can not successfully negotiate a resolution of this issue in 180 days after negotiations commence, the obligations of the parties under this agreement will be suspended until the parties negotiate an amend to the Agreement.

10.3 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

SECTION 11. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 12. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

12.1. CLEC agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of CLEC services, located within Citizens operating areas.

12.2. Citizens will include CLEC's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End Users are ordinarily included, and directory assistance databases. Listings of CLEC's End Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

12.3. CLEC will identify any of these subscribers that are "non-published" customers. CLEC will provide Citizens with the directory information for all its End Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. CLEC will provide all subscriber listings at no charge to Citizens or its publisher.

12.4. CLEC's End Users' standard primary listing information in the telephone directories will be provided at no charge. CLEC will pay Citizens' tariffed charges for additional and foreign white page listings.

12.5. Both Parties will use their best efforts to ensure the accurate listing of CLEC's End User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

12.6. Citizens will accord CLEC directory listing information the same level of confidentiality with which Citizens accords its own directory listing information. CLEC grants Citizens full authority to provide CLEC subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of CLEC listings to other directory publishers.

12.7. Citizens will distribute its telephone directories to CLEC's End Users in a manner similar to the way it provides those functions for its own end users.

12.8. CLEC will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that CLEC has the right to place such listings on behalf of its End Users. CLEC agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, CLEC agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or

other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by CLEC hereunder.

12.9. Citizens' liability to CLEC in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by CLEC for such listing. In addition, CLEC agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Citizens' liability to CLEC's End Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End Users are subject to.

SECTION 13. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 14. TERM OF AGREEMENT

This Agreement will commence from the Effective Date for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless notice of termination is delivered at least ninety (90) days prior to expiration of any given one (1) year period. If such notice is provided, the Parties will negotiate in good faith for a successor agreement, and this Agreement shall continue in effect until such time as a successor is in place. If this Agreement continues beyond any one (1) year period pursuant to the preceding sentence, the terms of the new agreement shall be considered effective as of the expiration date of this Agreement.

SECTION 15. EFFECTIVE DATE

This Agreement will become effective upon approval by the State Commission; provided, however, that the Parties shall not begin planning of interconnection architecture and service requirements until after execution of this agreement by both parties.

SECTION 16. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Attachment. Any amendment must be made in writing by an authorized representative.

SECTION 17. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

SECTION 18. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 19. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 20. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees, or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 21. ASSIGNMENT

This Agreement may not be assigned to another party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 22. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the rules and orders of the Federal Communications Commission and the State Commission. It will be interpreted solely in accordance with the terms of the Act and applicable federal and state law, and the Parties agree to comply with all terms and conditions of federal and state law applicable to the services and obligations set forth in this Agreement.

SECTION 23. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 24. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 25. CONFIDENTIALITY AND PUBLICITY

25.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 25.

25.2. As used in this Agreement, the term "Proprietary Information" will mean oral, written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary," or in the case of oral information, is identified as such when disclosed or in writing within thirty (30) business days after such oral disclosure, with such writing setting forth the place, date and person(s) to whom oral disclosure was made.

25.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

25.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

25.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

25.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

25.4. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

25.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

25.4.2. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

25.4.3. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

25.4.4. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

25.4.5. is approved for release by written authorization of the disclosing Party; or

25.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

25.4.7. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

25.5. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further Agreement or negotiation with the other.

25.6. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

25.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

25.8. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 26. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of CLEC, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 27. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 28. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 29. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:
Level 3 Communications
Attn: Mr. Michael Romano
Director – State Regulatory Affairs
8270 Greensboro Drive, Suite 900
McLean, VA 22102
Tel: 703-762-0147
Fax: 703-762-1050

and to Citizens, addressed as follows:
Frontier, A Citizens Communications Company
Attn: Director, Carrier Services
180 S. Clinton
Rochester, NY 14646

Tel: 716-777-7124
Fax: 716-777-1196

Any Invoices should be sent to:
Frontier, A Citizens Communications Company
Attn: Access Validation
14500 Burnhaven Drive
Suite 193
Burnsville, MN 55306

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

LEVEL 3 COMMUNICATIONS, LLC

By: KT Paul

Typed: Kevin Paul

Title: VP, Softswitch Deployment

Date: 8/22/02

CITIZENS TELECOMMUNICATIONS COMPANY
OF THE VOLUNTEER STATE, LLC

By: Laurie Maffett

Typed: Laurie Maffett

Title: VP, Regulatory & Carrier Services

Date: _____

ATTACHMENT 1

TRANSPORT & TERMINATION

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, located in the bottom right corner of the page.

ATTACHMENT 1 – TRANSPORT & TERMINATION

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic and ISP Bound Traffic as follows:

SECTION 1. DEFINITIONS

1.1. "Transport and Termination" denotes transmission and switching facilities used for the exchange of Local Traffic and Internet Service Provider bound traffic between Citizens and the CLEC.

SECTION 2. Interconnection Trunking Arrangements

2.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Attachment, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. Carrier will establish each POI at a technically feasible point on Citizens network within Citizens Local Exchange Service area. In order to gain connectivity the POI is required at one of the following locations:

- a) POI at the Citizens Tandem Office
- b) POI at the Citizens Host Office
- c) POI at the Citizens Tandem or Host Office for a Frontier/Citizens remote central office

Where Citizens has tandem office or host/remote office within a Citizens Local Exchange Service area the Carrier may establish a single POI at the tandem or host subject to Section 2.7 below.

2.2. For each Citizens central office tandem where CLEC and Citizens interconnect for the transport of local and Internet Service Provider Bound Traffic, the Parties agree that there will be a single POI at the Citizens wire center or reasonably agreed to local POI location.

2.3. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Citizens be required to modify its network to accommodate specifically the interconnection request made by CLEC, CLEC agrees to pay Citizens reasonable charges for such modifications. Such charges shall apply only where Citizens first provides a quote for such charges and can demonstrate that the modifications and costs were required to accommodate the CLEC request. If Carrier uses a third party network carrier to reach the POI, Carrier will bear all third party carrier charges for facilities and traffic in both directions.

Carrier will be responsible for establishing different trunk groups for Local Traffic/ISP Bound Traffic, toll traffic and E911 traffic.

2.4. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

2.5. Interconnection will be provided via two-way trunks. Each Party shall be financially and operationally responsible for the transport used to deliver its originating traffic to the POI. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and

services. All interconnection facilities and trunking will be ordered using industry standard ASR/LSR as referenced in Citizens Local Interconnection Guide.

2.6. When Tandem trunks are deployed via the use of a Citizens Tandem, the CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective Citizens Tandems on the trunk groups defined in Attachment A. Citizens shall route appropriate traffic to CLEC switches on the trunk groups defined in Attachment A.

2.7. Direct End Office trunks terminate traffic from a CLEC switch to a Citizens End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty four (24) or more trunks based on the busy hour in centum call seconds (CCS), there is a DS1's worth of traffic (512 CCS) between Carrier's POI and Citizens End Office for at least 15 times per month or 8 times per day. Citizens may request the CLEC to order direct trunks when the above scenario occurs. Direct End Office trunks will also be required when no Citizens local or local/access tandem is present in the Local Exchange Service area.

2.8. This Attachment is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any CLEC interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

CLEC and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1. Cooperatively plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.3. Promptly notify each other when there is any change affecting the service requested including the date service is to be started.

3.4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

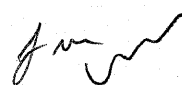
3.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

SECTION 4. Interconnection Forecasting.

4.1. Each Party will provide the other a two year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Each Party will provide forecast information to the other.


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4.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The Grade of Service for all Facilities between Citizens' Central Office and CLEC's will be engineered to achieve P.01 Grade of Service.

4.4. All requests by CLEC to Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

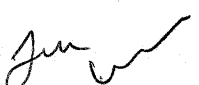
SECTION 5. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic.

5.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. Specifically, Citizens has not offered or adopted the FCC's rate caps as set forth in that Order; pursuant to paragraph 81 of that Order, Citizens is required to pay intercarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Citizens and any such other party.

5.1.1 Neither Party expects to terminate material amounts of Local Traffic (less than 5,000 MOUs per month) to the other Party, and to the extent the parties terminate Local Traffic they expect the volume of Local Traffic each party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 2.3. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep.

5.1.2 The fact that ISP Bound Traffic and de minimus amounts of Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services; including but not limited to facilities for interconnection under Section 5.2 of this Attachment 1, access traffic, wireless traffic, and transit traffic.

5.2 Traffic, other than ISP Bound Traffic and Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.


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5.3. Late payment charges for interconnection charges will be assessed as described in each Party's applicable tariffs.

5.4. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

5.4.1. No trouble is found in the interconnection trunks; or

5.4.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.4.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' applicable tariff.

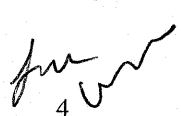

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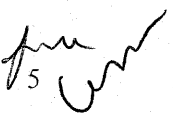
EXHIBIT A

INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH
LOCATION
(CLLI Code)

CLEC POI
(CLLI Code)

RC
(Rate Center)

5 

ATTACHMENT 2

CENTRAL OFFICE PHYSICAL COLLOCATION

ATTACHMENT 2 - CENTRAL OFFICE PHYSICAL COLLOCATION

In consideration of the mutual covenants contained herein, the Company and Collocator hereby agree as follows:

1. **Definitions.** For the purposes of this Attachment, the following terms or phrases will have the meaning set forth below:

1.1. "Building" will mean the central office of Company located at _____.

1.2. "Central Office Building" will mean a structure (not including a controlled environment vault ("CEV")) housing telephone company equipment that is under the control of Company and for which Company has the right to grant access and/or occupation by third parties.

1.3. "Date of Occupancy" will mean the date on which Collocator first occupies the Premises pursuant to this Attachment.

1.4. "Inner Duct" or "Conduit Space-per-foot" will mean any passage or opening in, on, under, over or through the Company Central Office Building cable or conduit systems.

1.5. "COE" will mean Collocator-owned equipment.

1.6. "Premises" will mean the space agreed between the parties, located in the Building to be used by Collocator to house the communications equipment specified in Collocator's Request Form. The location of the Premises within the Building is that portion of the Building outlined in red or heavy line on the attached **Exhibit A**, or as otherwise described in **Exhibit A**. Additionally, leased roof or wall space used for microwave purposes will be included in the definition where applicable.

1.7. "Property" will mean the Building along with any real estate owned, leased or controlled by Company and used by Company in any way relating to the Building.

1.8. "Request Form" will mean the form submitted by Collocator to the Company specifying the space, facilities and other requirements associated with the request for collocation and/or expanded interconnection service.

1.9. "Tariffed Service" will mean the interconnection of Collocator's equipment and Company's equipment pursuant to the Company Access Service tariffs as filed with the Federal Communications Commission ("FCC").

2. **Scope of Attachment.**

2.1. Subject to the terms and conditions herein, and in consideration of the payment by Collocator of all charges itemized in Attachment 7 – Pricing and charges otherwise made applicable by the terms of this Attachment, Company hereby grants to Collocator, and Collocator hereby accepts, a non-exclusive Attachment to occupy the Premises, for the sole and exclusive purpose of providing its customers with Telecommunications services. All Collocator equipment placed on the Premise is and will be compatible with Company's central office equipment and will not interfere with the operation of that equipment.

2.2. Any interconnection of Collocator's equipment or facilities to the Company's equipment or facilities, or to other entities collocated in the same Building or Premises, will be governed by the applicable rules and regulations of governmental authorities having jurisdiction of the subject matter of this Attachment.

2.3. If a Collocator occupies more than one Premises location within the Building, Collocator may interconnect its own equipment, dedicated to its use, contained in the two separate Premises locations; provided, however, that Collocator will be either responsible for supplying and installing the cabling between Collocator's Premises locations using Company-designated Inner Duct, or will separately contract with Company or order from

the Tariff, as appropriate, this service. Collocator will be responsible for additional charges for use of such Inner Duct in accordance with the per-foot-charge.

2.4. Collocator will not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Attachment, if the Company determines, in the exercise of its sole and reasonable discretion, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation; or (iv) violates the terms of this Attachment.

2.5. In the event that Collocator requests additional collocation space, the request will be negotiated as a new request for collocation. To the extent reasonably possible, Company will make contiguous space available to Collocator.

3. Types of Physical Collocation

3.1. Caged Collocation - all equipment physically collocated at Company's central offices shall be physically separated by a partition or fence from Company's central office equipment. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment.

3.2. Cageless Collocation - all equipment physically collocated at Company's central offices shall not be separated by a partition. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment. Citizens performs no repair, maintenance, installation on collocator's equipment beyond the designated demarcation as shown in Exhibit A.

4. Intentionally left blank.

5. Use of Common Areas. Collocator, and its employees, agents and invitees will have a non-exclusive right to use those portions of the common area of the Building as are designated by the Company in Exhibit A, which may be revised by the Company from time to time, including, but not limited to, the right to use corridors and other access ways from the entrance to the Building, the Premises, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Collocator at the Premises; provided, however, that if Company at its own cost provides a separate entrance to the Premises, Collocator will not have a right to enter areas reserved for the Company's equipment and operations and the Company has the right to reserve parking spaces for Company's exclusive use or use by other occupants of the Building or otherwise restrict access to any area not designated as a common area. The Company hereby notifies Collocator that the common areas designated in Exhibit A do not include rest room facilities or water fountains and that the Company makes no guarantee that such facilities will be available. Collocator, and its employees, agents and invitees will have access to other areas outside of the designated common areas, including rest rooms, only if granted on an individual-case basis by Company personnel on site. All common areas will remain under the exclusive control and management of the Company, and Company will have the right to change the level, location and arrangement of parking areas, and other common areas will be subject to such reasonable rules and regulations as Company may from time to time impose.

6. Company's Services and Obligations. For the Term of this Attachment, unless earlier terminated, the Company will furnish the following services:

6.1. Environmental Controls. As agreed by the Company and Collocator and shown in Exhibit C, the Company will furnish air conditioning and/or other environmental controls for the area in which the Premises is located to the extent such controls are already in place at the site. The Company will not be required to provide environmental controls over and beyond the standard equipment already in use by the Company in the normal operation of the site. Collocator hereby represents to Company such controls as exist and as are listed in Exhibit C are sufficient to allow the COE to function without risk of harm or damage to the Premises, the Building or any equipment or facilities of Company or any other occupant of the Building.

If Collocator locates equipment or facilities in the Premises that the Company determines, in the exercise of its sole and reasonable discretion, affect the temperature or other environmental conditions otherwise maintained by the Company in the Building, the Company reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary by Collocator's equipment or facilities will be paid by Collocator to the Company provided that the Company has first given Collocator the opportunity to review and approve such costs before their being incurred and the Collocator is not responsible for more than its pro rata share of the costs.

6.2. Electricity. Electricity will be provided by Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Collocator requires additional electrical capacity, such capacity will be supplied by the Company; provided, however, that the provision of such electricity will be contingent upon Collocator paying the Company an additional fee, in an amount to be agreed upon by the parties, for such additional electricity. Notwithstanding any other provisions of this Attachment to the contrary, Company reserves the right to monitor Collocator's use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the Collocator at the Premises. If Company reasonably determines that the electricity provided to Collocator is insufficient to support the activity being carried on by the Collocator in the Premises, the Company may, after twenty (20) days written notice to Collocator, require the installation of additional electricity and Collocator will reimburse the Company for any expenses incurred in making such additional electrical circuits available to Collocator's Premises and providing such additional electricity provided that the Company has first given Collocator the opportunity to review and approve such costs before their being incurred and the Collocator is not responsible for more than its pro rata share of the costs.

6.3. Fire Safety System. Subject to the provisions of Section 7 (E) hereof, the Company may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Company will furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

The Company will provide stand-alone fire extinguishers in common areas as required by applicable fire codes, but Collocator will have sole responsibility for such extinguishers within the Premises.

The Company and the Company's insurance carriers will perform regular inspections of fire protection systems, and Collocator hereby agrees to provide Company and Company's insurance carriers access to the Premises for the purposes of such inspections, via pass key or otherwise. Company agrees to provide Collocator with notice of its intent to access Collocator's Premises where, in Company's sole discretion, such notice is practicable; provided, however, that no failure of Company to give such notice will affect Company's right of access or impose any liability on Company. Company will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Collocator, its employees, agents or invitees, in which case Collocator will reimburse Company for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Collocator will, if at fault, and at Company's option, replace Halon or other fire extinguishing material discharged as a result of Collocator's act or omission. Collocator will have no duty to inspect fire protection systems outside the Premises; provided, however, if Collocator is aware of damage to the fire protection systems it will promptly notify Company.

Collocator is aware the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, the Company is relieved of all liability for damage to equipment or for personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of the Company, its officers, agents or employees.

6.4. Security Service. Company will furnish Building and Property security in accordance with its normal business practices, including, but not limited to, operating an alarm system on Collocator's entrance to the Building as designated in Exhibit A, and requiring that Collocator, or any of its employees, agents or invitees call the

Company's security officer immediately upon entering the Building. Other than the locks on the entrances to the Premises, Company will provide no security specific to Collocator's Premises. Company will not be liable to Collocator or any other party for loss of or damage to the Premises or COE unless Company has failed to provide Building and Property security in accordance with its normal business practices.

6.5. Repairs. Company will, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments to the Premises, Building and Property, in a manner consistent with the Company's normal business practices.

Company will not be obligated to inspect the Premises, make any repairs or perform any maintenance unless first notified of the need in writing by Collocator. If Company fails to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by Collocator, Collocator's sole right and remedy will be, after further notice to Company, to make such repairs or perform such maintenance and submit invoices for costs incurred to the Company; provided, however, that the amount of such deduction will not exceed the reasonable value of such repairs or maintenance.

Company will, where practical, provide Collocator with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Premises; provided, however, that Company will have no obligation to provide such notice if Company determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Premises, or if required to do so by any court or governmental authority. Work will be completed during normal working hours or at other times identified by Company; provided, however, that Collocator will pay Company for overtime and for any other expenses incurred if such work is done during other than normal working hours at Collocator's request. Collocator will have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of Company to the Premises that are, in Company's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Collocator or Collocator's employees, agents or invitees, will be paid by Collocator to Company within ten (10) days after being billed for such repairs and maintenance by Company provided that the Company afforded Collocator an opportunity to review and approve such costs before their being incurred.

6.6 Intentionally left blank.

6.7. Interruption of Services. Company reserves the right to stop any service when Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Company agrees to use its best efforts not to interfere with Collocator's use of Premises. Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel water or supplies, governmental regulations, acts of God, or other causes beyond the reasonable control of Company.

No such interruption of service will be deemed an eviction or disturbance of Collocator's use of the Premises or any part thereof, or render Company liable to Collocator for damages, by abatement of applicable charges or fees or otherwise, except as set forth herein or in any applicable Tariff, or relieve Collocator from performance of its obligations hereunder, and, except as otherwise provided herein or in any applicable Tariff, Collocator waives and releases all other claims against Company for damages for interruption or stoppage of service.

Company will have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

6.8. Other Items. The Company will furnish all items specified on Exhibit B attached hereto and incorporated herein by reference.

6.9. Collocator Right Of Access. Subject to reasonable building rules and any applicable Security Arrangements, Collocator will have the right of entry twenty-four (24) hours per day to the Premises and common areas. Company, at Collocator's expense, may issue nonemployee photo identification cards for each Collocator

employee or vendor. Temporary identification cards may otherwise be provided by Company for employees or agents, contractors and invitees of Collocator who may require occasional access to the Premises.

Company may issue access cards, codes, or keys to Collocator's listed employees or vendors where such systems are available and their use by Collocator will not otherwise compromise building security.

Company reserves the right to close and keep locked all entrance and exit doors of the Building during hours Company may deem advisable for the adequate protection of the Building. Use of the Building at any time it is unattended by appropriate Company personnel, or on Sundays and state and federal or other holidays recognized by Company, or, if Collocator's premises is not fully segregated from the areas of the Building containing Company equipment, may result in Collocator requiring security accompaniment and will be subject to such reasonable rules and regulations as Company may from time to time prescribe.

6.10. Collocator Owned Equipment. The Company will not be responsible for the design, engineering, testing, maintenance or performance of COE.

7. Collocator's Obligations.

7.1. Access Right of Company. Collocator will allow Company access to its Premises at all times, via pass key or otherwise, to allow Company to react to emergencies, to maintain the space (not including COE), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Company, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Collocator has waived such notice elsewhere in this Attachment, and if conditions permit, Company will provide Collocator with notice of its intent to access the Premises, thereby providing Collocator the option to be present at the time of access. Collocator may install reasonable security measures to the caged space in any Premises in which its equipment is kept, provided that it allows the Company the ability to access such space in cases of emergency as may be required under this Attachment.

7.2. Inspection and Janitorial. Collocator will promptly notify Company of any damage to the Premises or of the need to perform any repair or maintenance of the Premises, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Premises).

7.3. Fire Protection Systems. Collocator will, with the prior written consent of Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Collocator may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises. If any governmental bureau, department or organization or Company's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Premises, because of Collocator's equipment, such changes, modifications or additions will be made by Company and Collocator will reimburse Company for the cost thereof. If any governmental bureau, department or organization or Company's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Premises of Collocators in general are located and such changes are the direct result of the Collocator's equipment, such changes, modifications, or additions will be made by Company and Collocator will reimburse Company for the cost thereof in the same proportion as the square footage of the Collocator's Premises as compared to the total square footage of all Collocators' Premises in the affected portion of the Building.

7.4. Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the Property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If Company discovers that Collocator has brought onto Company's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Attachment or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Attachment. If Company elects to terminate this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Attachment.

Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Attachment.

7.5. Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

7.6 Rules of Conduct. Collocator, its employees, agents, contractors, and invitees will (i) comply with all rules and regulations that Company may from time to time adopt for the safety, environmental protection, care, cleanliness, and/or preservation of the good order of the Building, the Property and the Premises and its tenants and occupants, as such rules and regulations have first been made available to the Collocator, and (ii) comply, at its own expense, with all ordinances that are applicable to the Premises and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Premises during the Term of this Attachment or any extension hereof.

7.7 Intentionally left blank.

7.8. Alterations. Collocator will not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Company and securing the prior written consent of Company in each instance. Company's consent will not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of Collocator.

All installations, alterations and additions will be constructed in a good and workmanlike manner and only new and good grades of material will be used, and will comply with all insurance requirements, governmental requirements, and terms of this Attachment. Work will be performed at such times and in such manner as to cause a minimum of interference with Company's transaction of business. Collocator will permit Company to inspect all construction operations within the Premises and to approve contractors, which approval will not be unreasonably withheld. If alterations are made by Collocator's contractors, Collocator will furnish to Company prior to commencement thereof, building permits and certificates of insurance or performance bonds of Collocator's contractors and sub-contractors. Any such insurance to be provided by Collocator's contractors or sub-contractors will provide for coverage in amounts not less than as required by Company of Collocator under this Attachment, provided that in no event will the required insurance coverage or performance bond requirements be greater than that required of contractors and subcontractors utilized by Company to perform similar installations, alterations, and additions. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used will be furnished to Company. Collocator and its contractors and sub-contractors will hold Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions that take the form of fixtures, except trade fixtures, placed in the Premises by and at the expense of Collocator or others will become the property of Company, and will remain upon and be surrendered with the Premises. Upon termination of this Attachment, however, Company will have the right to require Collocator to remove such fixtures and installations, alterations or additions at Collocator's expense, and to surrender the Premises in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by Collocator in, about or upon the Premises will be subject to the prior written approval of Company, which will not be unreasonably withheld.

7.9. Fireproofing Policy. Collocator will not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Company. If Collocator desires signal, communications, alarm or other utility or service connections installed or changed, the same will be made by and at the expense of Collocator. Company will have the right of prior approval of such utility or service connections, and will direct where and how all connections and wiring for such service will be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Company's fireproofing policy, any penetrations by Collocator, whether in the Premises, the Building or otherwise, will be sealed as quickly as possible by Collocator with Company approved fire barrier sealant, or by Company at Collocator's cost.

7.10. Overload Any Floor. Collocator will not exceed the Uniformly Distributed Live Load Capacity.

7.11. Signs. Collocator will not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, without the prior written consent of Company.

7.12. Advertising. Collocator will not use the name of the Building or Company for any purpose other than that of the business address of Collocator, or use any picture of likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Company.

7.13. Articles Sold. Collocator will not exhibit, sell or offer for sale, rent or exchange in the Premises or on the Property any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section 2 of this Attachment without the prior written consent of Company.

7.14. Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

7.15. Equipment Grounding. COE will be connected to Company's grounding system. Central office grounding must be engineered and constructed to meet producers, absorbers, non-isolated and isolated PANI standards.

7.16. Representations and Warranties. Collocator hereby represents and warrants that the information provided to Company in any application or other documentation relative to Collocator's request for Central Office Space Lease and License is and will be true and correct. Any violation of this Section will be deemed a material breach of this Attachment.

8. Rights Reserved to Company. To the extent consistent with applicable law, Company will have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

8.1. To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Attachment, in a manner consistent with applicable law;

8.2. To change the name or street address of the Building;

8.3. To install and maintain signs on the exterior and interior of the Building or anywhere on the Property;

8.4. To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;

8.5. To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);

8.6. To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof;

8.7. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;

8.8. To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the Property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;

8.9. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

8.10. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;

8.11. To do or permit to be done any work in or about the Premises or the Property or any adjacent or nearby building, land, street or alley;

8.12. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Attachment, unless Company exercises its right to terminate this Attachment with respect to all or a portion of the Premises;

8.13. To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable and nondiscriminatory regulations as will be prescribed from time to time by Company.

8.14. Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.

8.15. If it becomes necessary in Company's reasonable judgment, and there are no other reasonable alternatives, to require Collocator to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Company, in which event, Company will pay all moving costs, and any other costs associated with the relocation and the Attachment Fee provided for herein will remain the same;

8.16. To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

8.17. To exercise all other rights reserved by Company pursuant to the provisions of this Attachment;
and

8.18. To inspect the installation of COE in the Premises prior to the connection of COE to Company facilities.

9. Insurance. Collocator, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Collocator's expense, and all other property owned or used by Collocator and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Company from time to time but in any event not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as may from time to time reasonably be required. The form of all such policies and deductibles thereunder will be subject to Company's reasonable approval. All such policies will be issued by

insurers reasonably acceptable to Company and licensed to do business in the State of _____. In addition, the policies will name Company and any other parties designated by Company as additional insured, will require at least thirty (30) days' prior written notice to Company of termination or modification and will be primary and not contributory. Collocator will, at least ten (10) days prior to the Date of Occupancy, and within ten (10) days prior to the expiration of such policy, deliver to Company certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

10. Partial Destruction. If the Premises or a portion thereof sufficient to make the Premises substantially unusable will be destroyed or rendered unoccupiable by fire or other casualty, or if Company fails to timely cure a default as described in Section 13 herein, it is assumed Collocator will have the right to terminate this Attachment immediately without liability to Company.

Notwithstanding any other provision of this Attachment to the contrary, if any casualty is the result of any act, omission or negligence of Collocator, its agents, employees, contractors, Collocators' customers or business invitees, unless Company otherwise elects, this Attachment will not terminate, and, if Company elects to make such repairs, Collocator will reimburse Company for the cost of such repairs, or Collocator will repair such damage, including damage to the Building and the area surrounding it, and the Attachment Fee will not abate.

If the Building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Premises may be directly unaffected, Company may, at its election within ninety (90) days of such casualty, terminate this Attachment by giving written notice of its intent to terminate this Attachment. The termination as provided in this paragraph will be effective thirty (30) days after the date of the notice.

11. Eminent Domain. If the Property, or any portion thereof which includes a substantial part of the Premises, is taken or condemned by any competent authority for any public use or purpose, the Term of this Attachment will end upon, and not before, the date when the possession of the part so taken will be required for such use or purpose. If any condemnation proceeding is instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grades makes it necessary or desirable to remodel the Property to conform to the changed grade, Company will have the right to terminate this Attachment upon not less than thirty (30) days notice. No money or other consideration will be payable by Company to Collocator for such cancellation, and the Collocator will have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

12. Attachment Termination. At the termination of this Attachment by lapse of time or otherwise:

12.1. Surrender of Keys. Collocator will surrender all keys, access cards and Company-provided photo identification cards to the Premises and the Building to Company, and will make known to Company the combination of all combination locks remaining on the Premises.

12.2. Vacate Premises. Collocator will remove its equipment from the Premises within thirty (30) days after termination of this Agreement.

12.3. Return of Premises. Collocator will return to Company the Premises and all equipment and fixtures of Company in as good a condition and state of repair as when Collocator originally took possession, normal wear and tear or damage by fire or other casualty excepted. Collocator will be responsible to Company for the cost of any repairs that will be made necessary by the acts or omissions of the Collocator or of its agents, employees, contractors or business invitees. Company reserves the right to oversee Collocator's withdrawal from the Premises and Collocator agrees to comply with all directive to return the Premises in other than its original condition on the Date of Occupancy; provided, however, that Collocator will not be responsible for putting the Premises in other than its original condition if to do so would put Collocator to additional expense above and beyond that which would be necessary to return the Premises in its original condition.

12.4. Removal of Additions. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Collocator, in or upon the

Premises, whether placed there by Collocator or Company, will be Company's property and will remain upon the Premises, all without compensation, allowance or credit to Collocator; provide, however, that if at such termination or within ten (10) days thereafter, Company so directs, Collocator will promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premises by Collocator, failing which Company may remove the same, and Collocator, failing which Company may remove the same, and Collocator will, upon demand, pay to Company the cost of such removal and of any necessary restoration of the Premises. No cable will be removed from Inner Duct except as directed by Company.

12.5. Property Presumed Abandoned. All fixtures, installations, and personal property belonging to Collocator not removed from the Premises within thirty (30) days after termination of this Attachment and not required by Company to have been removed as provided in this Attachment, will be conclusively presumed to have been abandoned by Collocator and title thereto will pass to Company under this Attachment as if by a Bill of Sale.

12.6. Delay of Surrender. If the Premises is not surrendered at the termination of the Attachment, Collocator will indemnify Company against loss or liability resulting from delay by Collocator in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

13. Remedies of Company. All rights and remedies of Company herein enumerated will be cumulative and none will exclude any other right or remedy allowed by law.

13.1. Default. If Collocator defaults in the prompt payment of any undisputed portion of the charges (and such default will continue for thirty (30) or more days after it is due and payable) or in the performance or observance of any other provision of this Attachment (and such default will continue for twenty (20) or more days after notice thereof will have been given to Collocator), then Collocator will be deemed in default and Company may enforce the performance of this Attachment in any manner provided by law.

Unless Collocator cures the default within the time frames noted herein, Company will have the right, without further notice or demand, to (i) terminate Collocator's right to possession, without terminating this Attachment, or re-enter and remove all person and property without prejudice to Company's remedies for breach of contract, or arrears of Total Fees for services rendered to date, and (ii) resume possession of the Premises occupied by Collocator and declare the term of this Attachment ended.

If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a twenty (20) day period, then such default will be deemed to be rectified or cured if Collocator will, within the twenty (20) day period, commence to rectify and cure with all due diligence and, in any event, within forty (40) days from the date of giving such notice.

13.2. Surrender of Premises. Upon any termination of this Attachment, whether by lapse of time or otherwise, or upon any termination of Collocator's right to possession without termination of this Attachment, Collocator will surrender possession thereof to Company, and hereby grant to Company full and free license to enter into and upon the Premises in such event with or without process of law and to expel or remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Company hereunder or by operation of law.

14.3. Expenditures by Company. Whenever under any provision of this Attachment, Collocator will be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Collocator fails, refuses or neglects to perform as required herein, Company will be entitled, but will not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Collocator. In such event, the amount thereof with interest thereon as hereinafter provided, will be collectible on demand. All such interest amounts will be at lower of the rate of 1.5% per month or the highest lawful rate calculated per month until repayment by Collocator in full.

13.4. Sale of Building or Change in Building Lease Terms. If the owner of the Building or Company sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfer, assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Attachment, Company's and Collocator's performance under this Attachment will be

excused to the extent of the inconsistency. Company hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation will in no way obligate Company to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

14. Bankruptcy. If any voluntary or involuntary petition or similar pleading under any sections of any bankruptcy act will be filed by or against a Collocator, or any voluntary or involuntary proceeding in any court or tribunal will be instituted to declare Collocator insolvent or unable to pay Collocator's debts, or Collocator makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Collocator or for the major part of Collocator's property, Company may, if Company so elects but not otherwise, and with or without notice of such election or other action by Company, forthwith terminate this Attachment.

15. Proprietary Information. Company agrees to hold in confidence information provided to it by Collocator pursuant to this Attachment, as well as information known to Company as a result of the interconnection of equipment contained in Premises to Company facilities and services if such information is of a competitive nature. Similarly, Collocator agrees to hold in confidence information provided to it by Company pursuant to this Attachment, as well as information known to Collocator as a result of its presence on the Property if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (1) was already known to the Party free of any obligation to keep such information confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

16. Asbestos. Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

17. Subordination. This Attachment will at all times be subject and subordinate to the lien of any mortgage (which term will include all security instruments) that may be placed on the Premises and Collocator agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

18. Binding Effect and Assignment. Subject to the terms of Section 21 (ASSIGNMENT) of this Agreement, Company and Collocator agree that this Attachment will bind and inure to the benefit of the respective successors and assigns of both Company and Collocator.

19. Entire Attachment. This Attachment, and any Exhibits which are made a part of this Attachment, contains the entire Attachment between parties.

20. No Partnership. Nothing contained in this Attachment will be deemed or constructed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint ventures or any other association between Company and Collocator.

21. Miscellaneous.

21.1. Unenforceable Provisions. If any term, provision, covenant or condition of this Attachment, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Attachment, and all applications thereof, not held invalid, void or unenforceable, will continue in full force and effect and will in no way be affected, impaired or invalidated thereby.

At Company's option, any changes, additions or modifications, either approved or mandated by a regulatory agency, affecting the application of this Attachment or the licensing of Company's buildings or the interconnection of services to Company's telecommunications network will either be incorporated into this Attachment with written notification, consistent with terms identified by the agency, or the Attachment will be terminated with no liability to Company. Collocator agrees to accept any decision by Company in this regard; provided, however, Company will work with Collocator to minimize impact to the Collocator's business.

21.2. Contingency. This Attachment is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

21.3. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Attachment or of any law, present or future, will be given in accordance with Section 29 (NOTICES) of the Agreement.

21.4. Headings. The headings of this Attachment are for convenience only and will not be used to construct or modify the terms of this Attachment.

21.5. Execution in Counterparts. This Attachment may be executed in copies, each of which will constitute an original, but any of which taken together will constitute one in the same document. In the event of a conflict between the provisions of any original Attachment with the provisions of any other original Attachment, the provisions of Company's original Attachment will govern and control.

21.6. Execution of Additional Documents. At the request of either Company or the Collocator, the parties agree to execute, in recordable form, a memorandum of this Attachment which may contain any information with respect to this Attachment, desired by either party, covering the Premises, Building or Property. Both parties hereby consent to the recording of such a memorandum.

21.7. Brokers. Collocator warrants that it has had no dealings with any broker or agent in connection with this Attachment, and covenants to pay, hold harmless and indemnify Company from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Attachment or the negotiation thereof.

21.8. Waiver of Default. Company and Collocator agree that the waiver by either party of a breach of any term, covenant, or condition contained herein will not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition.

21.9. Changes to Attachment. This Attachment and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Attachment may only be modified or amended as provided for in Section 16 (AMENDMENT OF AGREEMENT) of the Agreement.

21.10. Attachment Effective. Submission of this instrument for examination or signature by Company does not constitute a reservation of or option for Attachment, and it is not effective, as an Attachment or otherwise, until it is executed as provided for in Section 15 (EFFECTIVE DATE) of the Agreement.

21.11. Representations. Neither Company nor its agents have made any representation or warranties with respect to the Premises of this Attachment except as expressly set forth herein; no rights, easements, or leases will be acquired by Collocator by implication or otherwise unless expressly set forth herein.

21.12. Work Stoppages. In the event of work stoppages, Company may establish separate entrances for use by personnel of Collocator. Collocator will comply with any emergency operating procedures established by Company to deal with work stoppages.

21.13. Governing Law. The Laws of the State of Tennessee will govern the validity, construction, performance and effect of this Attachment. This Attachment shall also be interpreted in accordance with the rules and regulations of the State Commission and the Federal Communications Commission.

21.14. Authorized Representatives. The individuals executing this Attachment on behalf of Collocator represent and warrant to Company they are fully authorized and legally capable of executing this Attachment on behalf of Collocator.

21.15. The Company agrees to comply with provisioning intervals for Tariffed services mandated by the FCC and/or applicable state commission requirements.

EXHIBIT A

PLAN OF PREMISES

The Premises consists of that area outlined in red or heavy line on the plan affixed (excluding from the foregoing, if any, elevator shafts; flues; pipes; shafts; vertical and horizontal ducts or conduits; pillars; demising walls; electrical boxes; fire hose cabinets, and stair.

[PLEASE SEE ATTACHED]

EXHIBIT B

ITEMS PROVIDED BY COMPANY

EXHIBIT C

ITEMS PROVIDED BY COLLOCATOR

ATTACHMENT 3

PRICING

Attachment 3 – PRICING

10.1 Interconnection Caged/Cageless Collocation Pricing List

<u>Collocation</u>	<u>Monthly</u>	<u>Nonrecurring</u>
10.1.1. Collocation Processing Fee		\$ 2,440.00
10.1.2. Floor Space Charge		
Cageless per one standard bay (10 sq. ft. maximum)	\$ 109.00	
Cageless per one cabinetized bay (18 sq. ft. maximum)	\$ 178.00	
Cageless per additional sq. ft.	\$ 8.58	
All other Applications, per sq. ft.	\$ 8.58	
10.1.3. Cross Connect per:		
DS0	\$ 1.25	\$ 413.57
DS1	\$ 3.90	\$ 352.85
DS3	\$ 48.00	\$ 1,249.98
10.1.4. AC Power per 20 Amps- This does not include any DC power or backup power.	\$ 274.49	\$ 1,475.00
10.1.5. DC Power per 40 Amps: 2-feeds	\$ 487.49	\$ 3,527.04
10.1.6. Engineering Fee Charge per order, per Central Office. Charge for the work performed by CTC associated with the design and development of collocation. Total charge is reduced by the up front fee.		\$ 6,240.00
10.1.7. Cable Pull Charge Charge per Central Office, per cable terminated:		\$ 904.80
10.1.8. Office Arrangement		
Caged - Caging costs per order, per Central Office:		\$ 4,608.61
Cageless – Per each standard bay		\$ 1,520.00
Cageless – Per each standard bay with Relay Rack		\$ 5,320.00
Cageless – Per each cabinetized bay		\$ 1,520.00
10.1.9. Maintenance per relay rack	\$ 44.00	
10.1.10. Building Modification Charge Charge per Central Office, per order.		ICB
10.1.11. Training (Virtual)		Time and Expense

10.1.13 LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Security Escort, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Engineering, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Technician, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00

Basic Time - Monday through Friday, 8 a.m. to 5 p.m.

Overtime - Monday through Friday, Before 8:00 a.m. and after 5:00 p.m.

Premium Time - Saturday(s), Sunday(s) and Holiday(s)

