Sec. No.	Comments:	Actions Taken:
	approval shall not be unreasonably withheld or conditioned" In the 6th line, delete "(i) Licensor shall not disapprove ant Work Plan on the basis of any work depicted in Exhibits A, B, C, or D; and (ii) routine" and insert "routine cable installations and routine" In the 7th/8th lines, after "which do not" delete "involve connections to or work on, or otherwise" In the 9th line, delete the parenthetical beginning with "(although Licensee...)" Insert the following as the last two sentences of the section: "Licensor shall approve or reject the Work Plan within ten (10) business days after submission stating in writing the specific objection to the proposed Work Plan. Additionally, upon Licensee's request and to the extent reasonably available, Licensor shall provide Licensee with (i) the Building's as-built drawings and other non-confidential information, (ii) other commercially reasonable assistance, to assist Licensee in the installation of the Equipment in the Building, and (iii) schematic drawings of telephone and electrical systems in the Building."	
	In the 5th line, after "Approved Work Plan")" insert "within ten (10) business days of submittal" In the 10th line, fill in the blank with "thirty (30)" In the 11th line, after "to reflect any" insert "significant"	All time periods have been left for negotiation by the parties.
	In subsection (a)(ii) include references to upgrades and modifications of equipment as well as routine maintenance and repairs as carve-outs to modifications that require Licensor's approval. In addition, with regard to plan approval, it is our experience that timing is best left to negotiations; however, periods exceeding ten (10) business days often have a negative impact on timely delivery of service to tenants.	These comments have generally been addressed in the revised section.
	In the 1st line, after "install" insert "or materially" In the 7th/8th lines, delete "involve connections to or work on, or otherwise" In the 11th line, before "modifications" insert "material"	These comments have generally been addressed in the revised section.
7(b)	Delete section	The section has been revised.
	In the 6th line, before "expense" insert "reasonable"	See above.

Sec. No.	Comments:	Actions Taken:
	With respect to subsection (iii): We believe that the concept behind this provision is that in the event the carrier is coring, the property owner may request a larger path be cored. This is reasonable. It would not be reasonable for the property owner to request a path be cored, if no coring is required for carrier to provide its services, however. Please add some language clarifying this interpretation.	See above.
	Delete subsection (iii)	See above.
7(c)	In the 1st line, delete "Licensor's failure" and insert "If Licensor fails" In the 1st line, delete "pursuant to" and insert "within the time frame set forth in" In the 1st/2nd lines, after "Section 7" delete "shall under no circumstances be deemed to constitute an approval." and insert ", such Work Plans will be deemed approved."	No changes have been made in response to this comment.
7(e)	In the 1st line, delete "_____ (___) days" and insert "twenty-four (24) hours" In the 2nd line, after "approved by Licensor" delete "in its reasonable discretion" and insert ", which approval shall not be unreasonably withheld, conditioned or delayed" In the 3rd line, fill in the blank with "thirty (30)" In the 5th/6th lines, after "full force and effect" insert ", which certificate shall have limits of coverage in the amounts set forth in Section 12 of the General Terms and Conditions, and from an insurer licensed to do business in the state in which the Building is located, naming as additional insureds the Licensor and the additional parties specified in Section 12(b) of the General Terms and Conditions."	No changes have been made in response to this comment.
	In the 1st line, fill in the blank with "two (2)" In the 3rd line, fill in the blank with "thirty (30)"	See above.
7(f)	Delete the first sentence. In the 4th line, after "agrees that" delete "Licensee shall not penetrate" and insert ", if Licensor so requires, Licensee will use Licensor's roof contractor to perform any penetration of" In the 4th line, after "roof membrane" delete the remainder of the sentence and insert ", provided that (i) the rates charged by such roofing contractor are consistent with rates charged for similar work in the geographical area where the Building	No changes have been made in response to this comment.

Sec. No.	Comments:	Actions Taken:
	is located, and (ii) such roofing contractor is available to perform such work in accordance with Licensee's reasonable installation schedule."	
	Please delete this section as its issues are adequately dealt with in the plan review and approval process and is also covered in Section 8(b).	No changes have been made in response to this comment.
7(g)	In the 5th line, after "the Building" insert ", provided that Licensee shall be entitled to use the loading docks and similar areas to unload its Equipment prior to installation." In the 2nd line from the bottom, after "refinish any such damage" insert "within ten (10) days after notice thereof from Licensor" In the last line, insert "reasonable" before "costs and expenses"	Use of the loading docks has been provided. No change. This provision has been moved to §8(d).
	Licensee will be responsible for compliance with written technical requirements. The Licensor should be entitled to repair damage caused by the Licensee only after reasonable notice and opportunity to cure.	Revised to provide notice (see §8(d)).
7(h)	Delete the section in its entirely and replace with the following: "If Licensee elects not to use the Building's existing interior wiring and cabling, Licensee shall pay for all costs related to run its wiring and cabling in the Communications Spaces and Pathways through the Building to access customers from Licensee's Equipment. Licensee's wiring and cabling system (the "Cable System") shall be tie-wrapped or otherwise secured to ensure a neat and controlled installation, prior to connecting any of its customers to its Equipment. In no event shall Licensee's vertical Cable System exceed six inches (6") in diameter."	These comments have generally been addressed in the revised section.
	Delete the 2nd and 3rd sentences	See above.
	Again, delete this provision as its issues are covered in the plan approval process.	See above.
7(i)	In the 1st line, delete ", including cables," In the 2nd line, after "weather proof labels" insert ", and that Licensee's cables are so marked" In the 2nd line, delete "through which cables pass" and insert "where wires commence or terminate" In the 5th line, after "with Licensee's name" delete ", type of	These comments have generally been addressed in the revised section.

Sec. No.	Comments:	Actions Taken:
	line, circuit number, and floor where cable originates and terminates, and other information as may be reasonably required by Licensor." In the 7th line, delete "site diagram" and insert "schematic diagram generally"	
	In the 5th line, delete "type of line, circuit number, and floor where cable originates and terminates,"	See above.
	Licensee will mark its facilities with name and contact information, but should not be required to include proprietary business information such as types of lines, circuit numbers, or site diagrams depicting distribution systems.	See above.
7(j)	In the 3rd line, after "on behalf of Licensee" insert ", which approval shall not be unreasonably withheld, conditioned or delayed." Delete the last sentence.	These comments have generally been addressed in the revised section.
	In the 1st line, after "the right to" insert "reasonably" Delete the last sentence.	These comments have generally been addressed in the revised section.
	In the first sentence, add "reasonable" before "right to approve all outside contractors." Also, by signing the agreement, Licensee should be approved as a "contractor" rather than having a separate approval process. Therefore, we would like to see the second sentence of this clause removed.	These comments have generally been addressed in the revised section.
	Any approval of outside contractors shall not be unreasonably withheld, conditioned or delayed. Licensee should not be treated as a "contractor". The Licensee should be entitled to perform its own work.	These comments have generally been addressed in the revised section.
	In the 3rd line, after "behalf of Licensee" insert "provided Licensor will not disapprove validly licensed contractors." Delete the last sentence	See above.
7(k)	In the 1st line, after "AS IS" delete "during the entire License Term" and insert "as of the date hereof" In the 2nd line, after "set forth herein" delete "Licensor has no obligation for any repair to the Building even if the condition of the Building changes during the License Term." In the 6th line, delete "materially and"	These comments have generally been addressed in the revised section.

Sec. No.	Comments:	Actions Taken:
	In the 6th line, delete "materially and" In the 7th line, delete "reasonably" In the 8th line, delete "or obstruct" At the end of the section, insert "Should such work potentially interfere with Licensee's Line of Site to and from the Equipment, Licensor shall allow Licensee to find a suitable alternative location for the Equipment."	Line-of-sight covered elsewhere.
	The first sentence should be preceded by the phrase "Except to the extent otherwise expressly provided herein," because this form (not to mention other more specifically negotiated provisions) will address Licensor representations concerning the condition of the Building, including (for example) legal compliance.	These comments have generally been addressed in the revised section.
	In the 1st line, delete "during the entire License Term" In the 3rd line, after "License Term" insert "unless the condition of the Building changes (i) becoming dangerous to person or property, or (ii) hindering Licensee's ability to exercise its rights granted in this Agreement."	These comments have generally been addressed in the revised section.
7(l)	In the 1st line, delete "installation" and insert "Initial Installation (as hereinafter defined)" In the 3rd and the 4th lines, delete "installation" and insert "Initial Installation" In the 4th/5th lines, after "those items which" delete "are" and insert "indicate how Licensee's Initial Installation is" In the 5th line, after "not in compliance with" delete "Licensee's installation" and insert "the Work Plans and the terms and conditions of this Agreement." In the last line, fill in the blank with "thirty (30)" In the last line, after "'punch list'" insert "; provided, however, that if completion of an item on such "punch list" reasonably requires additional time then Licensee shall have such reasonable additional time, provided that Licensee commences to remedy same within such time period and thereafter diligently prosecutes same to completion. For purposes hereof, "Initial Installation" shall mean the installation of one cabinet in the Equipment Room, one antenna in the Rooftop Space, and the cabling in the Communications Spaces and Pathways used to connect the	Rejected Rejected Rejected Adopted Time periods to be negotiated by the parties. Revised to allow additional time.

Sec. No.	Comments:	Actions Taken:
	cabinet (and the equipment therein) to the antenna."	
	In the last line, fill in the blank with "thirty (30)"	All time periods have been left to be negotiated by the parties.
8	This section contains maintenance obligations that are largely irrelevant to the operations of an ILEC in a building.	No changes have been made in response to this comment.
8(a)	After the 1st sentence, insert "Notwithstanding the foregoing provision, Licensee shall have no obligation to maintain the Communications Spaces and Pathways, but shall install, operate and maintain its cables in a manner so as not to damage the Communications Spaces and Pathways." In the 5th line, after "Building by Licensor" delete "as amended from time to time" and insert "and attached hereto as Exhibit G, provided that such technical standards are non-discriminatorily applied to, and are enforced against, all Tenants or other parties operating equipment in or on the Building. Licensor may reasonably amend the Technical Standards from time to time, provided that such amendment does not (a) result in any additional substantial cost or expense to Licensee, and (b) adversely affect Licensee's rights hereunder, or the operation of Licensee's Equipment."	These comments have generally been addressed in the revised section.
	Before the last sentence, insert "It shall be Licensor's obligation to supply Licensee a copy of such technical standards."	See above.
	This provision requires the Licensee at its expense to maintain the "Premises." Under Section 2, Premises means the Equipment Room, Rooftop Space and the Communications Spaces and Pathways. The Licensee should only be obligated to maintain those portions of the Premises that it uses exclusively. Presumably, the Licensor would retain maintenance of the roof.	This comment has been addressed through the definitions.
	In the 5th line, after "Building by Licensor" insert "(and provided to Licensee prior to execution of this Agreement)"	Addressed by attaching an Exhibit.
8(b)	In the 1st line, insert "exterior" before "Building" In the 4th line, after "warranty void" insert ", provided that (i) the rates charged by such roofing contractor are consistent with rates charged for similar work in the geographical area where the Building is located, and (ii) such roofing contractor is available to perform such work in accordance with Licensee's reasonable installation schedule."	These comments have generally been addressed in the revised section, other than periods of time.

Sec. No.	Comments:	Actions Taken:
	In the 5th line, delete "twelve (12)" and insert "twenty-four (24)" In the 6th line, delete "survey of structural integrity" and insert "physical inspection of Equipment to ensure that the installation is sound" In the 7th and 9th lines, delete "certification" and insert "confirmation" In the 8th line, fill in the blank with "twenty (20)" In the 9th line, after "(but not the obligation)" insert ", if the same is not performed after thirty (30) days notice to Licensee thereof," In the last line, insert "reasonable" before "costs"	
	In the 2nd line, after "Licensor reserves the right to" insert "reasonably In the 3rd line, delete "any work which may involve penetrations" and insert "work which involves penetrations" In the 6th line, after "structural integrity" insert ", if applicable," In the 8th line, fill in the blank with "thirty (30)" In the last line, insert "reasonable" before "costs"	These comments have generally been addressed in the revised section.
	We propose to delete the last five lines of this section.	No changes have been made in response to this comment.
	In the 4th line, before "Licensee" insert "If Licensee utilizes rooftop space,"	Revised per this comment.
8(c)	In the 1st line, after "If Licensor" insert "reasonably" In the 4th line, fill in the blank with "ten (10)" In the 8th line, fill in the blank with "fifteen (15)" In the last line, after "Section 8" insert "and as a result of Licensee's violation of the terms of this Agreement."	These comments have generally been addressed in the revised section, other than as to periods of time.
	In the 1st line, after "If Licensor" insert "reasonably" In the 4th line, fill in the blank with "twenty (20)" In the 8th line, fill in the blank with "one (1)" In the last sentence, after "Licensor," delete "on demand" and insert "within thirty (30) days of invoice for the same,"	See above.

Sec. No.	Comments:	Actions Taken:
	Licensee should only be responsible for Licensor's costs and expenses incurred pursuant to Section 8 in the event Licensee does not timely respond and correct any non-complying conditions.	Addressed in the revisions to this section.
9	Most of the provisions after Section 9(a) impose special notification and reporting requirements that an ILEC would be unable to agree to. For example, they would not be in a position to give a landlord a written report detailing their repair work in the building.	Revised to remove special notice requirements during Normal Business Hours.
9(a)	In the 2nd line, after "operating" insert ", upgrading" In the 5th line, after "security procedures for the Building" insert "that are attached hereto as Exhibit O, provided that such procedures shall be applicable to all of the Building's Service Providers in a non-discriminatory manner,"	These comments have generally been addressed in the revised section.
9(b)	In the 1st line, after "emergency" insert "or required by any Governmental Agency in accordance with Section 9(e)," In the 2nd line, fill in the blank with "twenty-four (24)" In the 2nd line, after "hours" insert "verbal or written" In the 3rd line, after "enter the Premises" insert "outside Business Hours." In the 3rd/4th lines, delete "the names of the persons who will be accessing the Premises," In the 5th line, after "provide such information" insert "(verbally or written)" In the 7th line, fill in the blank with "fifteen (15)"	These comments have generally been addressed in the revised section, other than periods of time.
	In the 2nd line, fill in the blank with "twenty-four (24)" In the 7th line, fill in the blank with "ten (10)"	No changes have been made in response to this comment.
	We would just like to confirm that a service outage is included in the definition of "emergency."	This has been addressed in the definition of Emergency Situation.
	Any provisions dealing with requirement of notice by Licensee prior to entering the building must be limited to access outside of normal business hours, and should not be applicable to access to Licensee's exclusive Premises.	See above.
9(c)	In the 1st line, after "without the consent" insert "(which shall not be unreasonably withheld, conditioned or delayed)" In the 2nd line, after "of such Tenant)" insert ", provided that	These comments have generally been addressed in the revised section, other than as to periods of time.

Sec. No.	Comments:	Actions Taken:
	Licensee may access the Building's common areas to reach the Premises. Licensor will use good faith efforts to provide access to Tenants' space where necessary to facilitate Licensee's installation, operation and maintenance of its Equipment." In the 5th line, after "vertical spaces in the Building" insert "(other than to the extent the same are included in the Premises)" In the 5th/6th lines, delete "_____ (___) business days" and insert "twenty-four (24) hours" In the 7th line, delete "_____ (___) hours" and insert "one (1) hour" In the 10th line, fill in the blank with "fifteen (15)" In the 11th/12th lines, delete "during any such emergency operations in sufficient detail to permit Licensor's engineers to evaluate same" In the 2nd line from the bottom, delete "such repairs" and insert "any such repairs made by Licensee to the Building"	
	Presumably, the second sentence in Section 9(c) should not apply to the Premises. That matter should be clarified.	This comment has been addressed in the revised section.
9(d)	In the 1st/2nd lines, delete "any purpose" and insert "the purpose of inspecting the same. Licensor shall use diligent and good faith efforts to ensure that any entry to the Premises is performed in a manner so as not to (i) interfere with Licensee's use of the Premises, (ii) interfere with the operation of Licensee's Equipment, or (iii) handle or damage Licensee's Equipment." In the 4th/5th lines, after "Notwithstanding the foregoing," insert "provided that Licensor complies with this subsection (d)," In the 3rd line, after "advance notice" delete "if reasonably possible" and insert "except in an emergency," In the 3rd/4th lines, delete "reasonable efforts to minimize any interference" and insert "best efforts to not interfere" At the end of the last sentence, after "and scope" insert "and provided such interference or disturbance to Licensee's Equipment and/or operations is not due to the negligence or willful misconduct of Licensor, its contractors, employees or	These comments have generally been addressed in the revised section.
		The 3rd line has been revised. The other changes were not made.

Sec. No.	Comments:	Actions Taken:
	invitees"	
	Licensor's right to enter Licensee's exclusive Premises must be similarly limited to the requirement that it provide at least twenty-four (24) hours' notice and identify the specific purpose for the access. Licensor shall be liable for any damages caused by its negligence or willful misconduct during, or in connection with, its entry to Licensee's premises.	These comments have generally been addressed in the revised section.
	In the 5th line, after "such entry" insert "except for any harm caused by the negligence or willful misconduct of Licensor or its agents,"	These comments have generally been addressed in the revised section.
	ADD AS SECTION 9(e): "(e) The parties recognize that access to the Equipment and the Premises by any Government Agency having jurisdiction and authority over the provision of Services or utilization of spectrum must be made available upon the request of such Government Agency, including, without limitation, the FCC."	This section has been added.
10	This section goes into great detail regarding the removal of the telecommunication company's equipment following termination of the agreement. If the landlord terminated the agreement (by requiring the relocation of the demarcation point to the building's MPOE), an ILEC would expect to recover its stranded investment. We would agree to remove our electronic equipment in the building and repair any damage caused by such removal. Also, the reference to "Licensee's Connecting Equipment" was confusing.	Connecting Equipment is now defined. No other changes have been made in response to this comment.
10(a)	In the 4th line, fill in the blank with "thirty (30)" In the 5th/6th lines, after "at Licensee's Expense" insert ", provided that Licensor provides Licensee with written notice that Licensor intends to store such Equipment at Licensee's expense" In the 8th line, delete "Licensor's Equipment" and insert "Licensee's Equipment" In the 9th line, after "any such damage" insert "within ten (10) days after written notice to do so from Licensor" In the 10th line, insert "reasonable" before "costs and expenses" In the 11th line, after "Notwithstanding the foregoing," insert	These comments have generally been addressed in the revised section, other than as to periods of time.

Sec. No.	Comments:	Actions Taken:
	"at the Termination Date," In the 12th line, after "notice to Licensee" insert "within ten (10) days of the Termination Date," In the 12th/13th lines, after "remain in the Building" insert ", provided that Licensor pays Licensee the fair market value of such Connecting Equipment." In the last line, delete "_____ (___) days" and insert "a reasonable time" In the last line, delete "written notice" and insert "bill of sale from Licensor."	
	In the 5th/6th lines, after "Licensee's Expense" delete "or (ii) become the property of Licensor without compensation to Licensee" In 10th line, insert "reasonable" before "costs and expenses"	No changes have been made in response to this comment.
	Delete the reference in lines two and three to payment of outstanding amounts; this matter is covered in the default section. Section 10(a) must be revised so that it is Licensee's option to leave imbedded conduit in the Building. In the event Licensor elects to retain some or all of Licensee's Connecting Equipment, Licensee shall be reimbursed for the then-current market value of those assets. Licensor's right to repair and refinish damage caused by the Licensee should become applicable only after reasonable notice and opportunity to cure.	These comments have generally been addressed in the revised section.
10(b)	In the 5th line, fill in the blank with "ninety (90)"	No change has been made in response to this comment.
	In the 1st-4th lines, delete "Licensor agrees that if Licensee requests permission to maintain the Equipment at the Building after the termination of this Agreement, Licensor shall not unreasonably withhold its consent thereto, provided Licensee continues to pay the License fees then in effect," and insert "Licensee agrees that any property not so removed ten (10) days following the Termination Date may be removed and stored by Licensor at Licensee's expense," In the 5th line, fill in the blank with "thirty (10)" [sic]	No change has been made in response to this comment.
	The purpose of this section is not clear and we would propose to delete it.	No change has been made in response to this comment.
	In the last line, after "discretion" insert ", unless Licensee is	No change has been made in response to

Sec. No.	Comments:	Actions Taken:
	required to continue providing service pursuant to Section 10(c) below."	this comment.
10(c)	In the 2nd line, after "set forth" insert "in Section 10(b)" In the 3rd line, after "any and all Claims" insert ", arising from such failure," In the 4th line, delete "by Licensor"	The section has been changed to reflect the second comment.
	In the 5th line, after "termination of this Agreement" insert "provided Licensee's Equipment directly causes such delay"	No change has been made in response to this comment.
	This provision raises the issue of consequential damages. We would propose a specific provision in the agreement limiting both parties' exposure to consequential, incidental, special or punitive damages and waiving the right of the other party to make a claim for such damages.	This change has been made.
	Delete entire section and replace with the following: "Licensor agrees that following expiration or earlier termination of this Agreement, Licensee may be required to temporarily continue service its existing customers in the Building pursuant to legal, regulatory and contractual obligations, but Licensee will take reasonable steps to terminate such service as promptly as possible. Throughout any such period, the parties will cooperate with all reasonable efforts to provide continuing reliable Services to all Building Tenants and other occupants of the Building."	No change has been made in response to this comment.
10(d)	In the 2nd line, delete "best" In the 3rd line, delete "service provider" and insert "Service Provider"	The second change has been made.
	Delete section	No change has been made in response to this comment.
	Delete this provision in its entirety.	See above.
11	The idea of a central telecommunications cable distribution system ("CDS") in the building, installed and owned by a landlord, may sound appealing to landlords until they realize precisely what that means. A move of the ILEC's riser facilities to a landlord-owned riser system could be expensive and complicated. In addition, there is no justification for requiring an ILEC to pay landlords for use of the riser facilities. Also, the idea of migrating to a landlord-owned riser may not work for service at DS-3 and above, where many sophisticated tenants/customers want an ILEC	CDS section modified and moved to new Exhibit J. Provisions do not distinguish between ILECs and CLECs.

Sec. No.	Comments:	Actions Taken:
	to provide an uninterrupted fiber loop or SONET ring directly to the equipment on the premises.	
	Provisions requiring use of central, owner-controlled distribution systems are generally not in the owners', tenants' or providers' best interests. We would propose that any such provision be negotiated on a case-by-case basis and deleted from any standard form. In the event such a provision were included in a standard form, it must, at a minimum:	CDS section modified and moved to new Exhibit J.
	(a) apply to <u>all</u> service providers, not just competitive service providers;	Applies to all service providers
	(b) outline fees that are competitively neutral, non-discriminatory, and reflect then-current market rates;	Key terms (fees, etc.) to be negotiated by parties.
	(c) require Licensor cover all costs associated with the relocation;	Rejected.
	(d) have no adverse impact on Licensee's operations or services;	Exhibit addresses service interruption and malfunction.
	(e) contain a provision requiring carrier-level service quality commitments and provide that if adequate facilities are not available, Licensee shall have the right to install necessary facilities at its cost;	No quality commitment; in event Services not capable of delivery by CDS, Licensee may utilize Communications Spaces and Pathways.
	(f) provide that in the event Licensor does not respond in a meaningful time to malfunctions or damage, Licensee shall have standard self-help rights; (note that costs incurred remedying the problems shall result in abatement of any CDS fees); and	Remedy section includes fee abatement, specific performance, termination, and Licensee right to run its own cables.
	provide that Licensee shall in any event retain the right, in its sole discretion, to terminate the agreement upon written notice in the event Licensor installs a CDS and Licensee determines that it is not in its best interest to continue providing services in that building.	Not adopted, but Licensee may terminate in event of malfunction or if required to relocate to CDS.
11(a)	Exhibit K should be comparable to the "then current market rates" for the CDS Fee.	Fees to be negotiated by parties.
	In the 2nd and 6th lines, delete "service providers" and insert "Service Providers"	Adopted.
	In the 4th and 8th lines, delete "competitive service providers" and insert "Service Providers"	Adopted.
	Before the last sentence, insert "The CDS Fee will be established by amortizing, on a straight line basis and over not less than a ten (10) year period (the "Amortization	Rejected. Fee to be negotiated by parties.

Sec. No.	Comments:	Actions Taken:
	not less than a ten (10) year period (the "Amortization Period"), the actual third party costs incurred by Licensor in installing the CDS. Such amortized costs will be divided by the number of Service Providers reasonably likely to seek access to the Building to provide service therein, and shall then be divided by the number of months in the Amortization Period. Notwithstanding any provision herein to the contrary, in no event shall the number of such Service Providers be fewer than _____ (___) for purposes of calculating the CDS Fee. It is the intent of the parties hereto that the CDS Fee charged to the Service Providers in the Building shall be charged on a pro rata basis and shall serve only to permit Licensor to recoup its actual third party costs in installing the CDS over the Amortization Period, but in no event shall the CDS Fee exceed the rates the ILEC charges to service providers using the ILEC's cable pairs." In the 12th line, after "and/or manage the CDS" insert "("CDS Provider")."	Rejected.
	In the 8th line, insert "reasonable" before "fee"	Adopted
	In the 1st line, delete "both existing and" In the 8th line, delete "all competitive service providers (including Licensee) a" and insert "Licensee a mutually agreeable fair market-based"	Adopted "Reasonable, non-discriminatory fees" to be negotiated by parties.
11(b)(1)	In the 3rd line, delete "sole" and insert "reasonable" In the 3rd/4th lines, after "incorporate into the CDS," insert ", except that portion of the Connecting Equipment (A) connecting Licensee's interior equipment to its antennae, (B) connecting the Equipment to the CDS, and (C) that is otherwise needed to enable Licensee to provide service in the Building (collectively, the "Remaining Connecting Equipment")." In the 7th line, before "Licensee shall," insert "Except for the Remaining Connecting Equipment,"	New text deletes "sole discretion" Adopted. Adopted.
	Delete entire section and replace with the following: "Licensee may, but is not obligated to utilize the CDS to provide service to its customers in which event" [sic]	Rejected, but Licensee can terminate.
11(b)(2)	In the 1st line, delete "at Licensee's expense" and insert "at Licensor's expense" Add the following as the last sentence: "Prior to Licensee's	Rejected. Adopted.

Sec. No.	Comments:	Actions Taken:
	relocation to the CDS, and on an annual basis after Licensee's relocation to the CDS, Licensor will notify all of the Tenants in the Building that all Service Providers, including Licensee, will be required to use the CDS for the provision of Services, and that the CDS is owned and/or controlled by Licensor;"	
	In the 1st line, after "at Licensee's expense" insert "and with prior notice from Licensor"	Adopted
	In the 1st line, delete "shall" and insert "may"	Rejected
11(b)(3)	At the end of the sentence, after "is ready for use" insert ", provided, however, that if Licensee installs any cabling or wiring in the Building for the purpose of providing Services to Tenants prior to the installation of the CDS, then Licensee shall have the right to keep and utilize such cabling and wiring in the Building for the provision of Services to its customers for five (5) years after the installation of the CDS, and may use the CDS immediately for any new customers being served in the Building during such five (5) year period;"	Rejected, but Licensee may continue to use Connecting Equipment for set period.
	We would like to see language that states that Licensee will utilize the CDS so long as it meets the technical specifications required for Licensee to provide its services.	Licensee may terminate in event of malfunction
	In the 1st line, delete "shall" and insert "may"	Rejected
11(b)(4)	In the 2nd line, fill in the blank with "ninety (90)"	Rejected
	ADD AS SECTION 11(b)(5): "Licensee shall have no further obligation to pay License Fees pursuant to this License and shall thereafter pay Licensor a CDS Fee."	Rejected
	ADD AS SECTION 11(c): "If Licensor or a CDS Provider installs a CDS in the Building, then Licensee shall have no obligation to use the CDS unless: (i) Licensor provides Licensee with at least ninety (90) but no more than one hundred fifty (150) days prior written notice of CDS Provider's installation of a CDS, (ii) Licensee reasonably believes that the CDS will enable it to provide high quality state of the art Services to Tenants; (iii) all other telecommunications providers in the Building are required to use the CDS; (iv) in Licensee's reasonable	Rejected. In event Licensor installs a CDS, Licensee may terminate Agreement if notified that it must relocate portion of Equipment to CDS.

Sec. No.	Comments:	Actions Taken:
	opinion, the CDS is initially designed to adequately protect against unreasonable interruption at all times (including during crossover); (v) the CDS reaches all of the rentable space in the Building; and (vi) during the three (3) month period immediately preceding Licensor's written notice of its installation of the CDS, Licensee's revenues from Tenants are, on an annualized basis, less than $_____. If Licensee is not required to use the CDS pursuant to the preceding sentence, the Licensee may, at its option, elect either to utilize the CDS or continue to use Licensee's wiring system."	
	ADD AS SECTION 11(d): "In the event of the termination of the Licensor's CDS Provider and to the extent that the CDS does not, in Licensee's reasonable opinion, function to provide any of the Services, Licensee shall have the right to utilize the Communications Spaces and Pathways and provide Services to Tenants in the Building in the same manner as such Services would have been provided, but for the CDS."	Rejected. In event Services to Tenants are not capable of being delivered by means of CDS, Licensee has right to utilize Communications Spaces and Pathways.
	ADD AS SECTION 11(e): "Licensor agrees that if it installs a CDS, it shall be and shall remain throughout the Term of this Agreement, a high quality, state of the art CDS that will enable Licensee to provide high quality state of the art Services. Therefore, throughout the Term of this Agreement, Licensor agrees to maintain a sufficient quantity and quality of wires, cables and other elements of the CDS suitable for providing high quality state of the art Services to all Tenants desiring such services from Licensee, wherever located in the Building. If sufficient or suitable wires and cables are not available to Licensee at any time, then Licensee may, at its sole cost and expense, install the same for its sole and exclusive use."	Quality of service proposed revision rejected. In event Services to Tenants are not capable of being delivered by means of CDS, Licensee has right to utilize Communications Spaces and Pathways.
11(c)	Renumber this subsection as subsection (f) in accordance with the added provisions (above). In the 1st line, delete "sole responsibility" and insert "responsibilities" In the 2nd line, after "destruction of the CDS shall" delete "be to repair and replace" and insert "include (i) repairing or replacing" In the 3rd line, after "interruption" insert "within two (2)	Not applicable (new exhibit) Section revision deletes "responsibilities" Rejected Rejected. Time frame to be negotiated by

Sec. No.	Comments:	Actions Taken:
	hours after the malfunction or interruption,"	parties.
	In the 5th line, after "employees or invitees" insert ", (ii) within an hour after becoming aware of the malfunction or interruption, notify the Tenants that any interruption in their service is a result of such malfunction or interruption of the CDS, and that the CDS is under the control of the Licensor."	Rejected. Time frame to be negotiated by parties.
	In the 8th line, delete the sentence beginning "In no event shall Licensee..." and insert "Licensor shall indemnify and hold harmless Licensee for and against any and all Claims (including consequential damages) suffered by Licensee as a result of (a) Licensor's failure to comply with the terms of this Section 11 or (b) the malfunction of the CDS."	Rejected.
	In the 11th line, delete "as Licensee's sole remedy" and insert "Licensee's remedies shall include the following which may be jointly or severally exercised by Licensee: (i) a claim for specific performance of the Licensor's obligation to repair or replace as specified above, (ii) the right to terminate this Agreement or run its own cables in the Communications Spaces and Pathways if such malfunction, damage or destruction of the CDS interrupts or interferes with Licensee's ability to provide Services in the Building for twenty (20) consecutive hours or for a total of sixty (60) hours during any twelve (12) month period, or (iii)"	"Sole remedy" proposal rejected. Remedies are limited to claim for specific performance, termination and right to run own cables in Communications Spaces. Remedy section also includes fee abatement provisions.
	In the 16th line, fill in the blank with "thirty (30)"	Rejected. Time frames to be negotiated by parties.
	In the 17th line, delete the sentence beginning "If the CDS malfunctions ..." and the remainder of the subsection.	Mostly adopted. New exhibit retains requirement of Licensee to return and reconnect to CDS after restoration and repair.
	In the 2nd line, after "CDS shall be to" insert "immediately"	Rejected
	In the 4th line, delete "or indirectly"	Rejected
	In 10th line, after "indirect or consequential," delete "in any circumstance" and insert "unless caused by the negligence or willful misconduct or Licensor"	Adopted, "gross negligence or willful misconduct"
	In 11th line, delete "as Licensee's sole remedy"	Rejected
	In 20th line, after "commercially" delete "reasonable" and insert "best"	Rejected
	In 21st line, delete "at Licensee's expense" and insert "at Licensor's expense"	Adopted; relocation at Licensor's expense in event of service

Sec. No.	Comments:	Actions Taken:
		interruption/malfunction
	In the 1st line, after "CDS" insert "that is used by Licensee" In the 8th line, delete the sentence beginning "In no event shall..." In the 11th line, delete "as Licensee's sole remedy" In the 21st line, delete "Licensee's expense" and insert "Licensor's expense" In the 26th line, after "right to" insert "either (i) relocate at Licensor's expense and provide service independently or (ii)"	Rejected Rejected Rejected Adopted; relocation at Licensor's expense in event of service interruption / malfunction Rejected
11(d)	Renumber as subsection (g) in light of added subsections (above) In the 2nd line, fill in the blank with "ninety (90)" In the 2nd line, delete "such installation" and insert "being notified that Licensee is required to relocate a portion of its Equipment to the CDS,"	Not applicable. Rejected. Time frames to be negotiated by parties. Adopted
	In the 2nd line, delete "option" and insert "discretion"	Rejected
12	TSPs are more comfortable using their own insurance and indemnity provisions. This section should provide an indemnity for Licensor and its agent's "gross negligence" with respect to Licensee's equipment.	Adopted
	This section contains detailed insurance requirements similar to those imposed on tenants under commercial leases. An ILEC would be willing to provide limited indemnification of the landlord for damage to persons or property, and such an indemnity would provide a landlord with adequate protection. However, the proposed indemnity in this section of the License would be inconsistent with the limitation of liability afforded under the ILEC's tariffs and therefore is unacceptably broad.	Rejected
	A coverage limit of $2,000,000 is standard. With respect to Section 13, the waiver of subrogation should be unconditional, not elective.	Coverage limit to be negotiated by parties. Subrogation proposal adopted
12(a)	In the 2nd line, delete "comprehensive" In the 3rd and 5th lines, fill in the blanks with "one million dollars ($1,000,000.00)"	Adopted Rejected. Amounts to be negotiated by parties
	In the 3rd and 5th lines, fill in the blanks with "two million	Rejected. Amounts to be negotiated by

Sec. No.	Comments:	Actions Taken:
	dollars ($2,000,000.00)"	parties
12(b)	In the 2nd line, after "primary insurance" insert ", with respect to Licensee's negligence," In the 3rd/4th lines, after "required hereunder" insert "(but only to the extent of Licensee's negligence)"	Adopted (insert "for all Claims arising from Equipment, etc. by Licensee...") Rejected
12(c)	In the 2nd line, delete "A" and insert "A-"	Not applicable. Reference to specific rating deleted.
12(e)	In the 5th line, delete "gross negligence or willful misconduct" and insert "negligence or misconduct" Delete the last sentence.	Rejected. Adopted.
	Renumber section as 12(f) In the 1st line, delete "Licensee hereby releases Licensor" and insert "The parties hereby release each other" In the 4th line, after "income or" insert "other incidental or indirect damages including punitive damages," In the 6th line, delete "Licensee" and insert "the other party" In the 7th line, delete the 1st "Licensee" and insert "that party"; delete the 2nd "Licensee" and insert "it"	Rejected. Rejected. Rejected. Rejected Rejected
	ADD AS SECTION 12(e): "Licensor will maintain fire and extended coverage insurance on the Building in commercially reasonable amounts."	Rejected
12(f)	Renumber section In the 1st line, before "Licensee agrees" and insert "Except to the extent caused by the negligence or willful misconduct of Licensor or its agents," In the 1st line, delete "Releasees" and insert "Licensor, its parent corporation, subsidiaries, affiliated companies and their respective principals, shareholders, officers, directors, employees, contractors and agents" In the 2nd line, delete "Releasees" and insert "such parties"	Rejected Adopted Rejected Rejected
12(f)(1)	In the 2nd line, delete "the breach of this Agreement" and insert "Licensee's breach of this Agreement"	Adopted
	In the 2nd line, delete "the breach" and insert "Licensee's breach"	Adopted

Sec. No.	Comments:	Actions Taken:
	In the 2nd/3rd lines, delete "except to the extent attributable to the gross negligence or willful misconduct of the Releasees"	Adopted
12(f)(2)	In the 3rd line, delete "Releasees" and insert "Licensor or its agents"	Adopted (last clause deleted)
12(f)(3)	Delete the entire section and replace with the following: "any negligence or other wrongful act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; and"	Adopted
12(f)(4)	In the 1st/2nd lines, delete "occurring in, on or about the Premises or any part thereof" and insert "resulting from Licensee's negligence"	Adopted (section (f)(4) deleted in its entirety)
	We would like to see the clause removed due to the extremely broad nature of the indemnification. A carrier would not have exclusive use of the Premises, so for a carrier to indemnify the property owner unless due to property owner's gross negligence or willful misconduct is not equitable. Section 12(f)(3) should suffice to cover the property owner's risk.	Adopted
	Delete section	Adopted
12(h)	Delete section (already addressed in this section) and replace with the following: "Except to the extent caused by the negligence or willful misconduct of Licensee or its agents, Licensor agrees to indemnify, defend and hold Licensee, its parent corporation, subsidiaries, affiliated companies and their respective principals, shareholders, officers, directors, employees, contractors and agents harmless from and against all Claims resulting from or attributable to (i) the negligence or willful misconduct of Licensor or its agents, or (ii) any failure on the part of Licensor to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with."	Deletion proposal rejected. Licensor indemnification section added.
	ADD AS SECTION 12(g): "Licensor agrees to indemnify, defend and hold Licensee harmless from and against all Claims which may be imposed upon or incurred by or asserted against Licensee by reason of Licensor's breach of the terms of this Agreement or Licensor's negligence or willful misconduct."	Adopted
13	In the 3rd line, after "Licensee shall each" delete "have the	Adopted

Sec. No.	Comments:	Actions Taken:
	option to release or not" In the 7th line, delete "If the parties elect to waive subrogation," before "Licensor and Licensee will each request"	Adopted
	In the 3rd line, delete "have the option to release or not" In the 7th line, delete "If the parties elect to waive subrogation"	Adopted Adopted
14	In the 8th line, fill in the blank with "fifteen (15)"	Rejected. Time frames to be negotiated by parties.
	In the 8th line, fill in the blank with "ten (10) business" In the 10th line after "Interest holder shall" delete "have the right to" In the 11th/12th lines, after "possessory action," insert "so long as Licensee is not in default hereunder at the time of such sale or action," In the 12th line, after "full force and effect" delete "at the option of the Interest holder"	Rejected. Time frames to be negotiated by parties. Rejected.
	Subordination to mortgages, deeds of trust and ground leases is a common provision in commercial leases. It is inapplicable in a License with an ILEC for several reasons. First, unlike very other central system of a building that is owned by a landlord and financed by a mortgage lender, the ILEC's in-building cable, wiring and equipment is owned, repaired and depreciated by the ILEC and regulated by the appropriate federal and state regulatory bodies. Also, virtually no ILEC in-building wiring is subject to a subordination agreement, but that has not hindered any financings or mortgage foreclosures – the last thing on the mind of a foreclosing lender is the elimination of an ILEC's telephone service to the building. This would appear to be an issue in search of a problem.	Rejected.
	We would propose that any subordination section include the requirement that Licensee be provided reasonable non-disturbance protection.	Rejected.
15	In the 2nd line, fill in the blank with "fifteen (15)" In the 8th line, after "in existence which" insert ", to Licensee's knowledge," In the 10th line, delete the sentence beginning with "It is	Rejected. Time frames to be negotiated by parties. Adopted. Rejected.

Sec. No.	Comments:	Actions Taken:
	expressly understood..." and the remainder of the section	
	In 2nd line, fill in the blank with "ten (10)" Delete the last sentence	Rejected. Time frames to be negotiated by parties. Rejected.
	Estoppel certificates are a commercial lease concept and are inapplicable in a telecommunications license. The relevant question for third parties is not whether a telecommunications license exists, but whether telephone service exists or can be obtained.	Rejected.
	Although a third party specified in the estoppel certificate, e.g., a prospective purchaser or encumbrancer, may rely on the certificate, as between the Licensee and Licensor, the estoppel certificate should not constitute an amendment of the Agreement.	Rejected.
16	Default clauses appear in almost all commercial leases, but this is a real estate concept that does not translate well in an agreement between a landlord and an ILEC for several reasons. First, an ILEC's service standards are usually imposed or monitored by state utility commissions, and this provision would create hundreds of mini-commissions by giving landlords the right to control service delivery in a manner that could be inconsistent with regulatory requirements. Second, ILECs are willing to give landlords the right to terminate the license at any time within a few years after they install their in-building facilities, as long as they are not left with a stranded investment. Third, because ILECs are regulated utilities, if service quality is unacceptable, tenants/customers can file complaints with utility commissions, and the utility commissions are rather good at demanding explanations for unacceptable service as well as a plan or improving it.	Rejected.
	The Licensor's remedies should be limited to (a) collection of fees payable under the Agreement prior to cessation of occupancy or use of the Premises by the Licensee and (b) termination of the Agreement. Acceleration of fees is not acceptable for these types of transactions. The penalties in Section 16(c) will engender prolonged and unnecessary debate. They should be deleted. The events or conditions described in Sections 16(a)(4)(B) and (C) should be treated as other conditions or events are treated in Section 16(a)(5), which includes a typical notice and opportunity to cure. In	Adopted in part. Penalties in Section 16(c) deleted. Sections for failure to provide Services, commence construction, installation revised and made curable events of default. Event of default for failure to maintain financial, technical capacity deleted. Reference to Section 4(b) deleted. Licensee may terminate if, through no fault of its own, any necessary license, permit, etc. is not obtained,

Sec. No.	Comments:	Actions Taken:
	Section 16(a)(2), the reference to Section 4(b), which relates to signage, is apparently in error. Licensee would propose to retain the right to terminate the Agreement at any time upon notice in the event Building conditions make connections to customers or delivery of services impracticable or uneconomic or in the event its facilities become subject to material and adverse interference or any consent, permit, license or variance required for its operations in the Building is not obtained, expires or is revoked.	expires or is withdrawn. Other proposed revisions rejected.
16(a) (1)	In the 3rd line, fill in the blank with "ten (10) business" In the 4th line, fill in the blank with "two (2)"	Rejected. Time frames to be negotiated by parties. Rejected. Time frames to be negotiated by parties.
	In the 3rd line, fill in the blank with "ten (10)" In the 4th line, fill in the blank with "two (2)"	Rejected. Time frames to be negotiated by parties. Rejected. Time frames to be negotiated by parties.
16(a) (2)	Delete subsection.	Adopted.
	In the 1st line, delete "Section 4(b)" and insert "Section 3(b)" In the 2nd line, fill in the blank with "twenty-four (24)" In the 3rd line, fill in the blank with "thirty (30)"	Adopted. Reference to Section 4(b) deleted. Rejected. Time frames to be negotiated by parties. Rejected. Time frames to be negotiated by parties.
16(a) (3)	In the 2nd line, after "Building" insert "in violation of this Agreement" In the 2nd line, delete "_____ (___)" and insert "five (5) business days after written notice of such condition by Licensor to Licensee, or fails to commence the removal of any Hazardous Materials installed in the Building in violation of this Agreement by or on behalf of Licensee within forty-eight (48)"	Adopted. Rejected. Time frames to be negotiated by parties.
	In the 2nd line, fill in the blank with "forty-eight (48)"	Rejected. Time frames to be negotiated by parties.
16(a) (4)	Delete subsections (A), (C), (D), (E), (F), and (G). In the 1st line of subsection (I), after "if" insert "(i) Licensee	Adopted in part. Subsections (C) – (G) deleted.

Sec. No.	Comments:	Actions Taken:
	is not providing Services to any Tenants in the Building or Licensee is in arrears in License Fee payments, and (ii)"	Rejected.
	In the 3rd line of subsection (K), fill in the blank with "ninety (90)"	Rejected. Time frames to be negotiated by parties.
	In the 4th line of subsection (L), fill in the blank with "ninety (90)"	Rejected. Time frames to be negotiated by parties.
	In the 1st line, after "Licensee" insert "or Licensor"	Rejected.
	Delete subsections (C), (E), (F), (G), and (J).	Adopted in part. Subsections (C)-(G) deleted.
	Delete subsection (D) and replace with the following: "if during any consecutive twelve (12) month period following the second anniversary of the Commencement Date, Licensee does not provide or has not contracted to provide, Services to, or for the benefit of, any Tenant; or"	Adopted in part. Section on failure to provide services relocated and modified.
	In subsection (K), in the last line, fill in the blank with "ninety (90)"	Rejected. Time frames to be negotiated by parties.
	In subsection (L), in the last line, fill in the blank with "ninety (90)"	Rejected. Time frames to be negotiated by parties.
	Delete subsection (C)	Adopted.
16(a)(5)	In the 4th line, fill in the blank with "thirty (30)"	Rejected. Time frames to be negotiated by parties.
	In the 5th and 6th lines, delete "_____ (___) days" and insert "such thirty (30) day period"	Rejected. Time frames to be negotiated by parties.
	In the last line, delete "_____ (___) days" and insert "sixty (60) days after the initial written notice of such failure."	Rejected. Time frames to be negotiated by parties.
	In the 4th, 5th, and 6th lines, fill in the blanks with "thirty (30)"	Rejected. Time frames to be negotiated by parties.
	In the last line, fill in the blank with "ninety (90)"	Rejected. Time frames to be negotiated by parties.
16(b)(1)	In the 1st line, fill in the blank with "twenty (20)"	Rejected. Time frames to be negotiated by parties.
	In the 2nd line, after "and payable," insert "as liquidated damages and"	Rejected.
	In the 6th line, after "Event of Default" delete the remainder of the subsection.	Rejected in part (plus interest at Default Rate on all sums past due)
	In the 1st line, fill in the blank with "thirty (30)"	Rejected. Time frames to be negotiated by parties.
	In the 5th line, delete "costs and expenses"	

Sec. No.	Comments:	Actions Taken:
	In the 6th line, after "Event of Default, plus" delete "the present value of (using...the computation is made)"	Rejected. Rejected in part (plus interest at Default Rate on all sums past due)
	We would like to see the "early termination fee" eliminated, or at the very lease, reduced to a percentage in the area of 25%. The dichotomy carriers are presented with is that of needing a long term license agreement (e.g. 5 years) as addressed above in comments to Section 4(a), but being faced with an onerous early termination fee.	Rejected.
	In the 6th line, delete "plus the present value of..." and the remainder of the section	Rejected in part (plus interest at Default Rate on all sums past due)
16(b)(2)	In the 2nd/3rd lines, delete "along with any ancillary agreement, and any one particular or all service agreements with Tenants" In the 3rd line, fill in the blank with "sixty (60)" In the 3rd/4th lines, delete the parenthetical beginning with "(including identification...)" In the 5th line, delete "along with such other agreements identified in the foregoing notice)" In the 6th/7th lines, delete "each respective agreement" and insert "this Agreement." In the 8th/9th lines, delete "in which event Licensee shall remain liable to Licensor as herein provided;"	Adopted. Rejected. Time frames to be negotiated by parties. Adopted. Adopted. Adopted. Rejected.
	Delete the 1st sentence in its entirety and insert the following: "whether or not Licensor has elected to recover the sum set forth in (1) above, terminate this Agreement on at least thirty (30) days notice to Licensee and, on the date specified in such notice, this Agreement shall terminate and Licensor shall thereby be released in accordance with the terms of the agreement."	Adopted.
	In the 2nd/3rd lines, delete "along with any ancillary agreement, and any one particular or all service agreements with Tenants" In the 3rd/4th lines, delete "(including identification of the particular agreements to be terminated)" In the 5th line, delete "along with such other agreements identified in the foregoing notice"	Adopted. Adopted. Adopted.