

**APPENDIX I**

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## ATTACHMENT VI

### RIGHTS OF WAY, CONDUITS, POLE ATTACHMENTS

#### *Introduction*

This Attachment VI sets forth the terms and conditions applicable to MCI's access to Poles, Conduits and Rights of Way owned or controlled by Bell Atlantic pursuant to Section 224 of the Act.

#### *Section 1. Definitions*

As used solely in this Attachment VI, the following terms shall have the following meanings. All other terms defined in the Agreement, including Part B, shall continue to apply within this Attachment.

##### **1.1 Anchor**

An assembly (rod and fixed object or plate) designed to resist the pull of a Guy Strand.

##### **1.2 Conduit**

A tube structure containing one or more Ducts or Innerducts used to house communication cables, that is owned by Bell Atlantic or with respect to which Bell Atlantic has the right to authorize the occupancy of MCI's Communications Facilities.

##### **1.3 Conduit Occupancy**

Occupancy of a Conduit System by any item of MCI's Communications Facilities.

##### **1.4 Conduit Section**

Conduit between two adjacent Manholes or between a Manhole and an adjacent Pole or other structure.

##### **1.5 Conduit System**

Any combination of Ducts, Innerducts, Conduits, and Manholes joined to form an integrated whole, including Central Office and other cable vaults (excluding controlled environmental vaults).

##### **1.6 Duct/Innerduct**

An enclosed raceway for communication facilities contained in a Conduit.

**1.7 Guy Strand**

A metal cable attached to a Pole and Anchor (or another structure) for the purpose of increasing Pole stability.

**1.8 MCIIm's Communications Facilities**

All facilities, including but not limited to cables, equipment and associated hardware, owned or utilized by MCIIm in providing communication services, which are attached to a Pole or occupy a Conduit or Right of Way.

**1.9 Manhole**

A subsurface enclosure used for the purpose of installing, operating and maintaining communications facilities, including handholes.

**1.10 Make-Ready Work**

All work, including but not limited to the rearrangement and/or transfer of Bell Atlantic's existing facilities and administering the rearrangement and/or transfer of the facilities of other licensees, replacement of a Pole, or other changes required to accommodate MCIIm's Communications Facilities on a Pole, or in a Conduit or Right of Way.

**1.11 Pole**

A Pole with respect to which Bell Atlantic owns or has the right to authorize the attachment of MCIIm's Communications Facilities.

**1.12 Pole Attachment**

Any item of MCIIm's Communications Facilities affixed to a Pole.

1.12.1 Horizontal attachment is for a single Pole Attachment associated with Pole to Pole construction.

1.12.2 Vertical attachment is for single Pole construction where MCIIm's facilities are affixed along the vertical axis of the Pole.

**1.13 Prelicense Survey**

All work, including field inspection and administrative processing, to determine the Make-Ready Work necessary to accommodate MCIIm's Communications Facilities on a Pole, or in a Conduit or Right of Way.

### 1.14 Right of Way

A right possessed by Bell Atlantic to use or pass over or under the land of another, with respect to which Bell Atlantic has the right to authorize the usage or passage of MCI's Communications Facilities over or through such land. Notwithstanding the foregoing, for the purposes of this Attachment VI, Right of Way shall also include real property owned by Bell Atlantic that contain Poles or Conduit or that would typically be used for such purposes.

## *Section 2. Scope of Licenses*

2.1 Subject to the provisions of this Agreement, for license applications granted by Bell Atlantic in accordance with Section 7 below, Bell Atlantic hereby grants to MCI, for any lawful communications purpose, a nonexclusive license authorizing the attachment of MCI's Communications Facilities to Poles, or the placement of MCI's Communications Facilities in Bell Atlantic's Conduits or Rights of Way, as specified in the pertinent application.

2.2 No use, however extended, of Poles, Conduits and/or Rights of Way, or payment of any fees or charges required, under this Agreement, shall create or vest in MCI any easements or any other ownership of property rights of any nature in such Poles, Conduits and/or Rights of Way. MCI's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Bell Atlantic's rights to use the public or private property at locations of such Poles, Conduits, and/or Rights of Way.

2.3 Nothing contained in this Agreement shall limit Bell Atlantic's right to locate and maintain its Poles, Conduits and Rights of Way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under Applicable Law.

2.4 Bell Atlantic shall grant MCI access to Poles, Conduits and/or Rights of Way at Parity and on a Non-Discriminatory basis, except as may be otherwise permitted under Applicable Law. In cases where Bell Atlantic does not have the right to authorize such access, Bell Atlantic shall reasonably cooperate with MCI in obtaining such permission subject to Bell Atlantic's right to provide a reasonable technical evaluation of the requirements for such access to the owner or other authorizing party. Nothing shall preclude MCI from obtaining any such additional authorization without requesting Bell Atlantic's cooperation. Upon reasonable request by MCI, Bell Atlantic will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given Right of Way.

**Section 3. Fees and Charges**

3.1 MCIIm is responsible for all fees and charges applicable in connection with the attachment of its Communications Facilities to a Pole, or occupancy of a Conduit or Right of Way, as specified in Appendix I to this Attachment VI and hereby made a part of this Agreement. Such fees and charges shall be in accordance with Section 224 of the Act.

3.2 Nonpayment of any amount due under this Attachment VI shall constitute a breach by MCIIm of this Agreement and shall be resolved in accordance with Part A, Section 21 (Default and Termination). Late payments shall be subject to fees as prescribed in Attachment VIII, Section 3.

3.3 At such time that MCIIm's "net worth" (as defined under generally accepted accounting principles, hereinafter "Net Worth") fails to exceed \$100,000,000, Bell Atlantic may require a bond in a form satisfactory to Bell Atlantic or other satisfactory evidence of financial security in such amount as Bell Atlantic from time to time may reasonably require to guarantee the performance of all MCIIm obligations hereunder. The amount of the bond or financial security shall not operate as a limitation upon the obligations of MCIIm hereunder; and if MCIIm furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of Bell Atlantic as security for any and all amounts which are or may become due to Bell Atlantic under this Attachment VI.

3.4 On an annual basis, changes in the amount of the fees and charges specified in Appendix I may be made by Bell Atlantic upon at least sixty (60) days prior written notice to MCIIm in the form of a revised Appendix I, and MCIIm agrees to pay such changed fees and charges provided they are in accordance with Applicable Law. Notwithstanding any other provision of this Agreement, MCIIm may terminate the licenses entered into pursuant to Section 7 below at the end of such notice period if the change in fees and charges is not acceptable to MCIIm, by giving Bell Atlantic written notice of its election to terminate such licenses at least thirty (30) days prior to the end of such notice period.

**Section 4. Advance Payments**

4.1 At such time that MCIIm's Net Worth fails to exceed \$100,000,000, MCIIm shall be required to make an advance payment to Bell Atlantic prior to:

4.1.1 Any undertaking by Bell Atlantic of a Preliminary Survey or the administrative processing of such a survey in an amount sufficient to cover the estimated charges for completing the specific work operation required; and

4.1.2 Performance by Bell Atlantic of any Make-Ready Work required in an amount sufficient to cover the estimated charges for completing the required Make-Ready Work.

4.2 The amount of the advance payment required (Appendix II, Forms A-1, B-1 and B-4) will be credited against the payment due Bell Atlantic for performing the Prelicense Survey and/or Make-Ready Work.

4.3 Where the advance payment is less than the charge by Bell Atlantic for such work, MCIIm agrees to pay Bell Atlantic within thirty (30) days of receipt of the bill all sums due in excess of the amount of the advance deposit.

4.4 Where the advance payment exceeds the charge by Bell Atlantic for such work, Bell Atlantic shall refund the difference to MCIIm.

### ***Section 5. Specifications***

5.1 MCIIm's Communications Facilities shall be placed and maintained in accordance with the requirements and specifications of the current editions of the Bellcore Manual of Construction Procedures ("Blue Book"), the National Electrical Code ("NEC"), the National Electrical Safety Code ("NESC"), the rules and regulations of the Occupational Safety and Health Act ("OSHA"), and regulations or directives of a governing authority having jurisdiction over such subject matter. Where a difference in specifications may exist, the more stringent shall apply.

5.2 MCIIm shall correct all material safety violations within ten (10) days from receipt of written notice from Bell Atlantic. MCIIm shall correct all other non-standard conditions within thirty (30) days from receipt or written notice from Bell Atlantic. If MCIIm does not correct any violation within the aforementioned time limits, Bell Atlantic may at its option correct said conditions at MCIIm's expense.

5.3 Notwithstanding Subsection 5.2 above, when conditions created by MCIIm's Communications Facilities pose an immediate threat to the safety of Bell Atlantic's employees or the public, interfere with the performance of Bell Atlantic's service obligations, or pose an immediate threat to the physical integrity of Bell Atlantic's facilities or structures, Bell Atlantic may perform such work and/or take such action as it deems necessary without first giving written notice to MCIIm. As soon as practicable thereafter, Bell Atlantic will advise MCIIm in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of MCIIm's facilities so affected. MCIIm shall pay Bell Atlantic for all reasonable costs incurred by Bell Atlantic in performing such work.

5.4 The failure of Bell Atlantic to notify MCIIm of violations or to correct violations pursuant to Subsections 5.2 or 5.3 shall not relieve MCIIm of its responsibility to place and maintain its facilities in a safe manner and condition in accordance with the terms of

this Attachment VI, and shall not relieve MCIIm of any liability imposed by this Agreement.

5.5 Bell Atlantic and MCIIm agree to resolve disputes arising under this Attachment VI as set forth in Section 24, Part A of this Agreement.

**Section 6. Legal Requirements**

6.1 If Bell Atlantic's authority to occupy a Pole, Conduit or Right of Way does not allow MCIIm to place its facilities thereon or therein without some additional authorization or government approval, MCIIm shall be responsible for obtaining from the appropriate public and/or private authority any such additional authorization to construct, operate and/or maintain its communication facilities on public and/or private property before it attaches its communication facilities to Poles, or occupies Conduit or Rights of Way, located on such public and/or private property. Evidence of MCIIm's having obtained such additional authority to so construct and maintain facilities shall be submitted forthwith upon demand.

6.2 No license granted under this Agreement shall extend to any Pole, Conduit or Right of Way where the attachment or placement of MCIIm's Communication Facilities would result in a forfeiture of rights of Bell Atlantic or its existing licensees to occupy the property on which such Poles, Conduits or Rights of Way are located. If the existence of MCIIm's Communication Facilities on a Pole, or in a Right of Way or Conduit, would cause a forfeiture of the right of Bell Atlantic or its existing licensees to occupy such property, Bell Atlantic shall promptly notify MCIIm in writing describing the circumstances of forfeiture with reasonable specificity. Bell Atlantic and MCIIm shall cooperate in taking reasonable and prompt action to avoid such forfeiture, which may include obtaining a stay or other equitable relief. If such actions are not successful prior to forfeiture becoming imminent, then MCIIm shall remove its Communications Facilities forthwith upon receipt of written notification from Bell Atlantic. In such case, and provided MCIIm's facilities were placed in space authorized by Bell Atlantic, Bell Atlantic shall reimburse MCIIm for the full costs of the Preliminary Survey and Make-Ready Work charges (if any, or if shared and paid by MCIIm, those charges solely attributable to MCIIm's facilities) paid by MCIIm to Bell Atlantic, plus the costs of removing MCIIm's Communications Facilities; provided that where all parties, including Bell Atlantic, must remove all communications facilities from the property, MCIIm shall remove its Communications Facilities without reimbursement by Bell Atlantic. If MCIIm fails to remove said Communication Facilities as provided above, Bell Atlantic may perform or have performed such removal after the expiration of ten (10) days after the receipt of said written notification without liability on the part of Bell Atlantic, and MCIIm agrees to pay Bell Atlantic or other licensees or both, the cost thereof and for all losses and damages that may result, including, but not limited to, relocation costs of Bell Atlantic's facilities.

**Section 7. Issuance of Licenses**

7.1 Before MCI shall attach to any Pole, or occupy any portion of a Conduit or Right of Way, MCI shall make written application for and have received written license from Bell Atlantic utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3. Bell Atlantic shall follow the same process in attaching to, or occupying, such Poles, Conduits or Rights of Way.

7.2 Bell Atlantic shall process all completed license applications, including the performance of a Preliminary Survey, on a first-come, first-serve basis (including all license applications pertaining to itself) in accordance with the provisions of Sections 7 and 8 of this Attachment VI. Bell Atlantic shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations to the degree allowed by Section 224 of the Act, or, in the alternative, applicable state law. Bell Atlantic shall inform MCI in writing as to whether an application has been granted or denied (stating the reasons for such denial in reasonable detail) within forty-five (45) days after receipt of such application. Where an application involves an increase in capacity by Bell Atlantic, Bell Atlantic shall take reasonable steps to accommodate requests for access in accordance with Applicable Law, including making such determinations in the same manner as it would for itself. Before denying MCI access based on lack of capacity, Bell Atlantic shall explore potential accommodations in good faith with MCI. MCI shall bear the costs associated with any such expansion performed by Bell Atlantic in accordance with Applicable Law, provided that MCI shall be entitled to recover costs from subsequent licensees (including Bell Atlantic) that attach to or occupy such expanded capacity as provided by Applicable Law. Bell Atlantic shall provide reasonably detailed information on any environmental contamination or other environmental hazards of which it is aware for the specified route within twenty (20) days of the date of the application.

7.3 In order to facilitate MCI's completion of an application, Bell Atlantic shall make commercially reasonable efforts to, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, provide MCI such maps, plats or other relevant data reasonably necessary to complete the applications described above. All such materials and information shall be treated as Confidential Information by MCI in accordance with the provisions of Part A, Section 22. Such requests shall be processed by Bell Atlantic on a "first-come, first-serve" basis. Bell Atlantic shall also make commercially reasonable efforts to meet with or respond to MCI's inquiries regarding the information supplied to it under this Section 7.3 within five (5) business days following the receipt of such a request for a meeting or inquiry from MCI. Bell Atlantic shall also notify MCI of any environmental contamination or other environmental hazards of which it is aware that would make the placement of facilities within pathways specified by MCI hazardous.

7.4 License applications received by Bell Atlantic from two (2) or more applicants for the same Pole, Conduit Section or Right of Way will be processed by Bell Atlantic according to the order in which the applications are received by Bell Atlantic. Once any additional applicants file an application, Bell Atlantic shall use commercially reasonable efforts to, within twenty (20) days of receipt of the additional application, notify the additional applicant of the following: 1) that a previous application had been received for some or all of the same structures or property; 2) the name and address of the initial applicant; and 3) that the additional applicant may wish to share make ready costs with the initial applicant. The responsibility for arranging for the sharing of make ready costs shall be on the additional applicant. However, the responsibility for transmitting to Bell Atlantic any make ready changes resulting from the additional applicant shall be on the initial applicant, provided that the initial applicant is not obligated to share Make-Ready Work or make ready costs with any subsequent applicant, unless required by Applicable Law. Bell Atlantic shall bill the initial applicant for the entire cost of all work necessary to accommodate both the initial and additional applicants, pursuant to executed Form B-4, Appendix II.

7.5 If within twelve (12) months from the date a license is granted by Bell Atlantic, MCI shall not at a minimum have initiated material construction or similar activity related to its attachment or occupation, MCI's license for the applicable Poles, Conduits or Rights of Way shall automatically terminate and MCI shall remove any communications facilities installed as of such date in accordance with Section 9.10 of this Attachment VI. MCI and any other attacher or occupier (including Bell Atlantic) shall be liable for attachment or occupancy charges commencing on the date that the license is granted if no Make-Ready Work is required, or on the date that any required Make-Ready Work is completed.

7.6 Where Bell Atlantic has available ducts or inner ducts, Bell Atlantic shall make available ducts or inner ducts to MCI for MCI's use in accordance with Applicable Law. No more than one full-sized duct (or one full-sized and one inner duct if both copper and fiber cable are used in the Conduit) shall be assigned as an emergency duct in each Conduit Section. If Bell Atlantic or any other service provider, including MCI, utilizes the last unoccupied full-sized duct in the applicable cross-section, that provider shall promptly, at its expense, reestablish a clear, full-sized duct for emergency restoration or immediately upon the occurrence of an emergency requiring such space.

#### ***Section 8. Pre-License Survey and Make-Ready Work***

8.1 When an application for attachment to, or occupation of, a Pole, Conduit or Right of Way is submitted by MCI, a Preliminary Survey will be required to determine the existing adequacy of such structures or property to accommodate MCI's Communication Facilities.

8.1.1 The field inspection portion of the Preliminary Survey, which requires the visual inspection of such structures or property, shall be performed by Bell

Atlantic (with participation by MCI<sub>m</sub> at its option, for which Bell Atlantic shall provide at least twenty-four (24) hours advance notice). Bell Atlantic shall also perform the administrative processing portion of the Prelicense Survey which includes the processing of the application and the preparation of the Make-Ready Work orders (if necessary), including the notification of other attachers of Bell Atlantic's Make-Ready Work schedule and the provision to MCI<sub>m</sub> of a list of such other attachers.

8.1.2 Bell Atlantic shall make commercially reasonable efforts to advise MCI<sub>m</sub> in writing of the estimated charges that will apply for its Prelicense Survey work as soon as practicable after receipt of MCI<sub>m</sub>'s application but no later than ten (10) days from receipt thereof. Bell Atlantic shall receive written authorization from MCI<sub>m</sub> before undertaking such work (Appendix II, Form B-1).

Alternatively, MCI<sub>m</sub> may pay Bell Atlantic the estimated charges that will apply for a Prelicense Survey with its submission of an application provided that Bell Atlantic has advised MCI<sub>m</sub> that standard estimated charges exist for the type of application that is being submitted.

8.2 In the event Bell Atlantic determines that a Pole, Conduit or Right of Way which MCI<sub>m</sub> desires to utilize is inadequate or otherwise needs rearrangement or expansion of the existing structures or property to accommodate MCI<sub>m</sub>'s Communication Facilities, Bell Atlantic will advise MCI<sub>m</sub> in writing of the estimated Make-Ready Work charges that would apply to any modifications or expansions of capacity that Bell Atlantic proposes to undertake (Appendix II, Form B-4). The estimated Make-Ready Work charges and completion date shall be given to MCI<sub>m</sub> at the time that the application is accepted and access is granted. Bell Atlantic shall complete the steps described in paragraphs 8.1 through 8.2 within forty-five (45) days of the date the application is submitted, excluding the time taken by MCI<sub>m</sub> to respond to Bell Atlantic's proposals in paragraph 8.1.2, if applicable.

8.3 MCI<sub>m</sub> shall have thirty (30) days after the receipt of said Form B-4 to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. If during such period MCI<sub>m</sub> presents Bell Atlantic with a proposal from a Bell Atlantic-authorized subcontractor to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by Bell Atlantic, Bell Atlantic agrees to use such subcontractor to perform the Make-Ready Work. Bell Atlantic shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of the proposed Make-Ready Work within ten (10) days after receipt of MCI<sub>m</sub>'s authorization to perform such work. Such attachers or occupiers will be given sixty (60) days after such notice to indicate whether they desire to participate in the proposed modification or expansion.

8.4 If approved by MCI<sub>m</sub>, Make-Ready Work will be initiated by Bell Atlantic no earlier than sixty (60) days after notice to existing attachers or occupiers, and Bell Atlantic shall use commercially reasonable efforts to complete such work as soon as practicable

thereafter, depending upon the size of the job and the cooperation of necessary third parties. MCI shall pay Bell Atlantic for all Make-Ready Work performed by it in accordance with the provisions of this Agreement, and make arrangements with attachers or occupiers participating in the modification or expansion (including Bell Atlantic, if applicable), and with future attachers or occupiers who benefit from the modification or expansion, to reimburse MCI for their share of the make ready costs as required by Applicable Law.

***Section 9. Construction, Maintenance and Removal of Communications Facilities***

9.1 MCI shall, at its own expense, construct and maintain its Communications Facilities on Poles or in Conduits or Rights of Way covered by this Attachment VI, in a safe condition and in a manner acceptable to Bell Atlantic, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by Bell Atlantic or other authorized licensees.

9.2 Bell Atlantic shall specify the point of attachment on each Pole to be occupied by MCI's Communications Facilities. Where communications facilities of more than one licensee are involved, Bell Atlantic will attempt, to the extent practical, to designate the same relative position on each Pole for MCI's Communications Facilities.

9.3 Subject to Section 9.10 of this Attachment VI, MCI shall secure Bell Atlantic's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying its facilities attached to a Pole where additional space or holding capacity may be required on either a temporary or permanent basis. No such modifications shall be made by MCI that would affect the placement or operations of attachments of Bell Atlantic or existing licensees, except through application to Bell Atlantic in accordance with the provisions of Sections 7 and 8 of this Attachment VI.

9.4 MCI must obtain prior written authorization from Bell Atlantic approving the work and the party performing such work before MCI shall install, remove, or provide maintenance of its Communications Facilities in any of Bell Atlantic's Conduit Systems. Bell Atlantic shall not withhold such authorization without good cause.

9.5 In each instance where MCI's Communications Facilities are to be placed in Bell Atlantic's Conduits, MCI and Bell Atlantic shall discuss the placement of MCI's Communications Facilities. Bell Atlantic shall designate the particular Duct(s) to be occupied, the location and manner in which MCI's Communications Facilities will enter and exit Bell Atlantic's Conduit System, and the specific location and manner of installation for any associated equipment which is permitted by Bell Atlantic to occupy the Conduit System. Bell Atlantic will attempt, to the extent practicable and consistent with its non-discrimination obligations, to designate the same relative position in each Conduit bank for each MCI facility.

9.6 Whenever Bell Atlantic intends to modify or alter any Poles, Conduits or Rights of Way which contain MCI's facilities, Bell Atlantic shall provide written notification to MCI at least sixty (60) days prior to taking such action so that MCI may have a reasonable opportunity to add to or modify MCI's facilities. If MCI adds to or modifies MCI's facilities according to this paragraph, MCI shall bear a proportionate share of the costs incurred by Bell Atlantic in making such facilities accessible in accordance with Applicable Law.

9.7 MCI shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of its facilities. Subject to Section 9.6 above, MCI shall not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCI, including Bell Atlantic. MCI agrees to make such rearrangements or replacements that are reasonably requested by Bell Atlantic to accommodate the attachment or placement of the facilities of other licensees on the applicable structures.

9.8 Bell Atlantic shall not attach, nor permit other entities to attach facilities on, within or overlashed to existing MCI facilities without MCI's prior written consent.

9.9 Bell Atlantic's Manholes shall be opened only as permitted by Bell Atlantic's authorized employees or agents. MCI shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes and conduct work operations therein. Except in emergency situations provided that MCI makes reasonable efforts to give prior notice to Bell Atlantic, MCI's employees, agents or contractors will be permitted to enter or work in Bell Atlantic's Manholes only when an authorized employee or agent of Bell Atlantic is present or prior written authorization waiving this requirement is granted by the Bell Atlantic. Bell Atlantic's said employee or agent shall have the authority to suspend MCI's work operations in and around Bell Atlantic's Manholes if, in the reasonable judgment of said employee or agent any hazardous conditions arise or any unsafe practices are being followed by MCI's employees, agents, or contractors. MCI agrees to pay Bell Atlantic the charges, as determined in accordance with the terms and conditions of Appendix I of this Attachment VI, for having one Bell Atlantic employee or agent present when MCI's work is being done in and around Bell Atlantic's Manholes. The presence of Bell Atlantic's authorized employee or agent shall not relieve MCI of its responsibility to conduct all of its work operations in and around Bell Atlantic's Manholes in a safe and workman-like manner, in accordance with the terms of this Agreement.

9.10 Bell Atlantic shall maintain its Poles, Conduits and Rights of Way without additional charge to MCI beyond the charges provided for in this Attachment VI. MCI shall maintain its own facilities installed on or within Bell Atlantic's Poles, Conduits and Rights of Way at its sole cost. In the event of an emergency, Bell Atlantic shall use commercially reasonable efforts to begin repair of its structures containing MCI's facilities within two (2) hours of notification by MCI. If Bell Atlantic cannot

begin repair within such two (2) hour period, MCIIm may, using qualified personnel and reasonable care, begin such repairs without the presence of Bell Atlantic personnel. MCIIm may climb Poles and enter the Manholes, handholes, Conduits and equipment spaces containing Bell Atlantic's facilities in order to perform such emergency maintenance, but only until such time as qualified personnel of Bell Atlantic arrives ready to continue such repairs. For emergency and non-emergency repairs, MCIIm may use spare Innerduct or Conduits, including the Innerduct or Conduit designated by Bell Atlantic as emergency spare for maintenance purposes; however, MCIIm may only use such spare Conduit or Innerduct until its repairs are completed but in no event for a period of greater than ninety (90) days, and shall terminate any non-emergency use immediately upon notification of an emergency warranting the use of such spare by Bell Atlantic or other licensees. The Parties agree to cooperate with one another with respect to the use of spare Innerduct or Conduit during any emergency affecting MCIIm, Bell Atlantic or other licensees.

9.11 Upon reasonable request, Bell Atlantic will provide MCIIm with space in its Manholes for racking and storage of cable and other materials of the type that Bell Atlantic stores in its Manholes.

9.12 MCIIm, contracting with Bell Atlantic or a contractor approved by Bell Atlantic, shall be permitted to add Conduit parts to Bell Atlantic's manholes or to add branches to Conduits when existing Conduits do not provide the connectivity required by MCIIm, provided that the structural integrity of the manhole is maintained and sound engineering judgment is employed.

9.13 If practicable and if additional space is required, Bell Atlantic shall within a reasonable period of time remove any retired cable from Poles or Conduit Systems to allow for the efficient use of Poles or Conduit space. Bell Atlantic will give MCIIm prior notice of its cable removal effort and MCIIm may have a representative present.

9.14 MCIIm, at its expense, will remove its Communications Facilities from Poles, Conduits or Rights of Way within sixty (60) days after:

9.14.1 Termination of the license covering such attachment or Conduit Occupancy in accordance with the terms of this Agreement; or

9.14.2 The date MCIIm replaces its existing facilities on a Pole with the placement of substitute facilities on the same Pole or another Pole or replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct.

9.15 MCIIm shall remain liable for, and pay to Bell Atlantic, all fees and charges pursuant to provisions of this Agreement until all of MCIIm's facilities are physically removed from such Poles, Conduits or Rights of Way. If MCIIm fails to remove its facilities within the specified period, Bell Atlantic shall have the right to remove such facilities at MCIIm's

expense and without any liability on the part of Bell Atlantic for damage to such facilities unless caused by the negligent or intentional acts of Bell Atlantic.

9.16 When MCIIm's Communications Facilities are removed from a Pole, Conduit or Right of Way, no reattachment to the same Pole, or occupancy of Conduits or Rights of Way, shall be made until:

9.16.1 MCIIm has first complied with all of the provisions of this Agreement as though no such Pole Attachment or Conduit or Right of Way occupancy had previously been made; and

9.16.2 All outstanding charges due Bell Atlantic for such previous attachment and/or occupancy have been paid in full.

9.17 MCIIm shall advise Bell Atlantic in writing as to the date on which the removal of its Communications Facilities from each Pole, Conduit or Right of Way has been completed.

#### ***Section 10. Termination of Licenses***

10.1 Any license issued under this Agreement shall automatically terminate when MCIIm ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole, Conduit or Right of Way covered by the license, but shall automatically revive for the balance of any unexpired term upon restoration of such authority within six (6) months of cessation thereof provided MCIIm pays all applicable charges in the interim period. Notwithstanding the foregoing, MCIIm shall be allowed to seek a stay or other equitable relief in order to prevent such automatic termination.

10.2 MCIIm may at any time terminate its license with respect to the attachment to a Pole, or occupancy of a Conduit or Right of Way, and remove its communications facilities by giving Bell Atlantic written notice of such intention (Appendix II, Forms C & D). Once MCIIm's Communications Facilities have been removed they shall not be reattached to such Pole, or occupy the same portion of such Conduit System or Right of Way, until MCIIm has complied with all provisions of this Agreement as though no previous license has been issued.

#### ***Section 11. Inspection of Licensee's Communications Facilities***

11.1 Bell Atlantic reserves the right to make reasonable periodic inspections of any part of MCIIm's Communications Facilities attached to Poles, or occupying Bell Atlantic's Conduits or Rights of Way, to confirm adherence to the provisions of this Attachment VI.

11.2 Bell Atlantic will give MCIIm advance written notice of such inspections, except in those instances where Bell Atlantic determines that safety considerations justify the need

for such an inspection without the delay of waiting until a written notice has been forwarded to MCI<sub>m</sub>. In such cases and if practicable, Bell Atlantic shall provide telephonic notice to MCI<sub>m</sub>.

11.3 The making of periodic inspections or the failure to do so shall not operate to impose upon Bell Atlantic any liability of any kind whatsoever nor relieve MCI<sub>m</sub> of any responsibility, obligations or liability assumed under this Agreement.

***Section 12. Unauthorized Attachment, Utilization or Occupancy***

12.1 If any of MCI<sub>m</sub>'s Communications Facilities shall be found attached to Poles, or occupying Conduit or Right of Way, for which no license has been granted, Bell Atlantic without prejudice to its other rights or remedies under this Agreement may require MCI<sub>m</sub> to submit an application pursuant to Section 7 of this Attachment within sixty (60) days after receipt of written notification from Bell Atlantic of the unauthorized attachment or occupancy. If such application is not received by Bell Atlantic within the specified time period, MCI<sub>m</sub> may be required to remove its unauthorized attachment or occupancy, or Bell Atlantic may, at Bell Atlantic's option, remove MCI<sub>m</sub>'s facilities at MCI<sub>m</sub>'s sole expense and risk and without liability to Bell Atlantic. In addition, MCI<sub>m</sub> shall pay any unauthorized attachment or occupancy charge as specified in Appendix I of this Attachment.

12.2 No act or failure to act by Bell Atlantic with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Bell Atlantic of any of its rights or privileges under this Agreement or otherwise; provided, however, that MCI<sub>m</sub> shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

***Section 13. Security Interest***

At such time that MCI<sub>m</sub>'s Net Worth fails to exceed \$100,000,000, MCI<sub>m</sub> shall grant Bell Atlantic a security interest in all of MCI<sub>m</sub>'s Communications Facilities now or hereafter attached to Poles, or placed in Conduit Systems or Rights of Way pursuant to this Agreement, and MCI<sub>m</sub> agrees to perform all acts necessary to perfect Bell Atlantic's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of MCI<sub>m</sub>'s loan agreements and debentures preclude the grant of liens or security interests to Bell Atlantic, MCI<sub>m</sub> shall grant to Bell Atlantic, upon Bell Atlantic's request, other permissible assurance of security for performance, satisfactory to Bell Atlantic, to cover any amounts due Bell Atlantic under this Agreement. Nothing in this Section shall operate to prevent Bell Atlantic from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.

**Section 14. Liability and Damages**

14.1 Bell Atlantic shall exercise reasonable caution to avoid damaging MCI<sub>m</sub> Communications Facilities and shall make an immediate report to MCI<sub>m</sub> of the occurrence of any such damage caused by its employees, agents or contractors, and Bell Atlantic assumes all responsibility for any and all direct loss from such damage caused by Bell Atlantic's employees, agents or contractors. Bell Atlantic shall not be liable to MCI<sub>m</sub> for any interruption of MCI<sub>m</sub>'s service or for interference with the operation of MCI<sub>m</sub>'s Communications Facilities.

14.2 MCI<sub>m</sub> shall exercise reasonable caution to avoid damaging the facilities of Bell Atlantic and of others attached to Poles, or occupying Conduits or Rights of Way, and shall make an immediate report to the owner of facilities so damaged and MCI<sub>m</sub> assumes all responsibility for any and all direct loss from such damage caused by MCI<sub>m</sub>'s employees, agents or contractors. MCI<sub>m</sub> shall not be liable to Bell Atlantic for any interruption of Bell Atlantic's service or for interference with the operation of Bell Atlantic's communications facilities.

14.3 MCI<sub>m</sub> shall promptly advise Bell Atlantic of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of MCI<sub>m</sub>'s facilities. Copies of all accident reports and statements made to MCI<sub>m</sub>'s insurer by MCI<sub>m</sub> or others shall be furnished promptly to Bell Atlantic. Similarly, Bell Atlantic shall promptly advise MCI<sub>m</sub> of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of Bell Atlantic's facilities where MCI<sub>m</sub> Communication Facilities are involved in such claim. Copies of all related accident reports and statements made to Bell Atlantic's insurer by Bell Atlantic or others shall be furnished promptly to MCI<sub>m</sub>.

14.4 Except as expressly provided in this Attachment VI, the Parties indemnification and liability obligations with respect to the use of Poles, Conduits and Rights of Way shall be as provided for in Part A of the Agreement.

**Section 15. Insurance**

15.1 MCI<sub>m</sub> shall obtain and maintain insurance issued by an insurance carrier authorized to conduct business in Bell Atlantic's operating region and having an A.M. Best rating of not less than A-VII to protect Bell Atlantic and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result from or by reason of any negligent or wrongful act of MCI<sub>m</sub> related to activities covered by this Attachment VI.

15.2 The amounts of such insurance:

15.2.1 against liability due to damage to property shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 aggregate, and

15.2.2 against liability due to injury or death of persons shall be not less than \$2,000,000 as to any one person and \$2,000,000 as to any one occurrence.

15.3 MCI shall name Bell Atlantic as an additional insured and shall provide certificates by each company insuring MCI to the effect that it has insured MCI for all liabilities of MCI covered by this Agreement and that it will not cancel any such policy of insurance issued to MCI except after thirty (30) days written notice to Bell Atlantic.

15.4 All insurance required in accordance with Subsections 15.1 and 15.2 above must be effective before Bell Atlantic will authorize attachment to a Pole, or occupancy of Conduit or Rights of Way, and shall remain in force until such MCI's facilities have been removed from all such Poles, Conduits or Rights of Way. In the event that MCI shall fail to maintain the required insurance coverage, Bell Atlantic may pay any premium thereon falling due, and MCI shall forthwith reimburse Bell Atlantic for any such premium paid.

15.5 Notwithstanding the foregoing, if MCI's net worth exceeds \$100,000,000, MCI may elect to self-insure in lieu of obtaining any of the insurance required by this Section 15. If MCI self insures, MCI shall furnish to Bell Atlantic, and keep current, evidence of such net worth. If MCI self insures, MCI shall release, indemnify, defend, and hold Bell Atlantic harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

#### ***Section 16. Authorization Not Exclusive***

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to MCI. Subject to the provisions of this Agreement, Bell Atlantic shall have the right to grant, renew and extend rights and privileges in a Non-Discriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any Pole, Conduit or Right of Way covered by this Attachment VI.

#### ***Section 17. Assignment of Licenses***

MCI shall not assign or transfer any license or any authorization granted under this Attachment VI, and such licenses shall not inure to the benefit of MCI's successors or assigns, without the prior written consent of Bell Atlantic unless such transfer of rights is made pursuant to an assignment of this Agreement pursuant to the provisions of Part A, Section 5 (Assignment). Bell Atlantic shall not unreasonably withhold such consent. In the event such consent or consents are granted by Bell Atlantic, then prior to such assignment becoming effective the

assignee shall be required to execute Bell Atlantic's generally available license agreement covering the affected licenses.

**Section 18. Additional Terminations**

18.1 Subject to provisions of Section 17 of this Attachment, should MCIIm cease to provide its Telecommunications Services in or through the area covered by any license under this Attachment VI on other than a demonstrably temporary basis not to exceed six (6) months, then MCIIm's rights, privileges and authorizations under any such license issued hereunder shall automatically terminate as of the date following the final day that such Telecommunications Services are provided.

18.2 Subject to Section 18.3 below and the Force Majeure provisions of Part A of the Agreement, Bell Atlantic shall have the right to terminate any license issued hereunder whenever MCIIm is in default of any material term of this Agreement, including, but not limited to, the following conditions, as applicable to the affected facilities:

18.2.1 If MCIIm uses its Communications Facilities or maintains such facilities in violation of any Applicable Law or in aid of any unlawful act or undertaking; or

18.2.2 Subject to Section 10.1 of this Attachment, if any authorization which may be required of MCIIm by any governmental or private authority for the construction, operation, and maintenance of MCIIm's Communications Facilities is denied or revoked; or

18.2.3 If MCIIm's insurance carrier shall at any time notify Bell Atlantic or MCIIm that the policy or policies of insurance, required under Section 15 hereof, will be canceled or if Bell Atlantic reasonably determines that the requirements of Section 15 of this Attachment will no longer be satisfied.

18.3 Bell Atlantic will promptly notify MCIIm in writing of any condition(s) applicable to 18.1 and 18.2 above specifying the license and facilities in question. MCIIm shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Bell Atlantic within thirty (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If MCIIm fails to discontinue or correct such condition(s) and fails to give the required confirmation, Bell Atlantic shall so notify MCIIm and thereafter may immediately terminate MCIIm's licenses for the affected facilities under this Attachment VI. Notwithstanding the foregoing, in the event that such corrective action is incapable of correction within thirty (30) days, MCIIm shall initiate such corrective action within the thirty (30) day period referred to above and shall be allowed a reasonable time to complete such correction before MCIIm is considered in default under this Section 18. MCIIm shall use its best efforts to complete such correction as soon as possible.

18.4 In the event of termination of this Agreement, MCIIm shall remove its Communications Facilities from the affected Poles, Conduits and Rights of Way within six (6) months from the date of such termination; provided, however, that MCIIm shall be liable for and pay all fees and charges pursuant to terms of this Attachment VI to Bell Atlantic until MCIIm's Communications Facilities are actually removed from Bell Atlantic's Poles, Conduits and Rights of Way.

18.5 If MCIIm does not remove its Communications Facilities from Bell Atlantic's Poles, Conduits and Rights of Way within the applicable time periods specified in this Attachment VI, Bell Atlantic shall have the right to remove them at the expense of MCIIm and without any liability on the part of Bell Atlantic to MCIIm therefor.

***Section 19. Term of Licenses***

19.1 All licenses issued hereunder shall continue in effect until the Agreement expires or is terminated, unless earlier terminated by MCIIm in accordance with this Attachment VI.

19.2 Termination of licenses shall not affect MCIIm's liabilities and obligations incurred with respect thereto prior to the Effective Date of such termination.