

RIDER TO OCCUPANCY PERMIT APPLICATION

Pursuant to an agreement between the New York State Thruway Authority (the "Authority") and MFS Network Technologies, Inc. ("MFSNT") (now known as "Adesta Communications, Inc. ("Adesta")), whereby a Fiber Optics Facility was constructed within the Authority ROW (the "Facility"), and MFSNT was authorized to enter User agreements subject to Authority approval, Williams Communications, Inc. ("Williams") entered into an agreement approved by the Authority with MFSNT to use that Facility. Williams has requested an occupancy permit to expand the Facility by means of an additional fiber access connection at the subject location. The Authority has agreed to issue such permit upon the terms and conditions hereof, including that Williams shall obtain agreement from Adesta that Adesta (or its contractors, including Williams, if Adesta contracts with Williams to perform the work) shall construct and be responsible for such expanded Facility, and that Williams shall pay the Authority an annual connection fee as rent.

The following additional terms and conditions are incorporated into form TA-41337 (2-98), the Occupancy Permit Application (which, inter alia, incorporates by reference the terms and conditions of the New York State Thruway Occupancy and Work Permit Accommodation Policy). In the event of any conflict or inconsistency between this Rider and the terms of the form TA-41337 (2-98), the terms of this Rider shall govern and control.

I. Definitions

The following terms when used in this Rider shall have the following meanings:

Permit Agreement: This Rider, form TA-41337 (2-98) and, all documents incorporated therein, are hereinafter referred to as the "Permit Agreement."

Adesta: Adesta Communications, Inc. (formerly known as MFS Network Technologies, Inc.), its successors and assigns.

Authority: The New York State Thruway Authority, its successors and assigns.

Permittee: Williams Communications, Inc., its successors and assigns (or Williams).

II. General

A. The purpose of this Permit Agreement is to set forth the terms and conditions for an additional fiber access connection for Williams's communications systems at New York State Thruway Milepost 248.3, approximately * feet to the Thruway ROW line at * (the "Permit Area") to an off-Thruway regeneration facility ("Regeneration Station") owned or leased by the Permittee. This connection is generally described as being located at Lowell Road and Route 26 (Site No. 11) within the Authority's Syracuse Division and designated by Drawing Milepost 248.3 ("Oneida Regeneration Connection").

PL-1038967v2

* See attached site drawings within Occupancy Permit

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1. The Authority shall permit Williams to connect one 96 fiber cable in each of 2 innerducts from the Facility to the ROW line, provided that Williams carry out such connection by constructing: (a) three ducts, each containing four (4) 1 1/4 inch innerducts, from the Vault to the ROW line; and (b) a single trench containing twelve (12) 1 1/4 inch innerducts from the Vault to the Facility all as more particularly described in the plans attached hereto as Exhibit 1. For purposes of clarification, from the Facility to the Vault, each of the 96 fiber cables shall be contained in one innerduct and from the Vault to the Right of Way line, each of such cables shall be contained in one innerduct. Williams shall obtain agreement with Adesta to expand its existing facility to accommodate and arrange for the construction of such connection in accordance with the design criteria herein. In addition to this permit, a work permit, which work permit shall contain any and all conditions required by the Authority, shall be required for any specific construction or maintenance work activity on Authority property. The design plans and the Permit Area shall be approved by the Division Director and the Chief Engineer of the Authority or his designee prior to issuance of a work permit. As-builts shall be filed with the Chief Engineer and incorporated into this Permit Agreement when completed.

Construction details shall include the following: twelve (12) 1 1/4 inch ducts (6 in and 6 out) connected to the existing Facility at a hand hole, and proceeding thence to an underground work vault on Authority property, adjacent to the Authority ROW line, with inner dimensions of 12 X 7 X 6 feet minimum, and thence in 3 ducts, each containing 4 innerducts, from the Vault to the Authority ROW line at a point safely and practicably accessible for construction and maintenance from off-ROW public property. In all other respects, construction details shall be the same as the existing Adesta Facility. Work shall be confined to that shown in the plans attached hereto and made a part hereof as Exhibit 1

2. Permittee shall require Adesta, at no cost or expense to the Authority, to be responsible for the construction and maintenance of the additional access connection. Adesta may perform such work through contractual arrangements with others, including Williams or Williams's contractors.
3. Permittee shall comply with all applicable laws, rules and regulations, including, without limitation, all environmental laws.
4. In addition to, and not in limitation of, Permittee's liability and indemnification obligations pursuant to Section IV. B. of the Occupancy and Work Permit Accommodation Policy, in no event shall Permittee be entitled to recover lost profits or consequential damages from the Authority.

Handwritten signature

5. The Authority shall have the right to approve final plans for the installation and location of the additional fiber access connection.
6. Permittee shall require Adesta to provide the Authority with evidence of insurance in amounts and form reasonably satisfactory to the Authority with respect to all construction activity to be performed by or on behalf of Permittee.
7. Permittee shall require Adesta to relocate the additional fiber access connection at no cost to the Authority if the Authority, in its sole discretion, requires relocation for any reason. Nothing herein is intended to alter Williams' obligation to reimburse Adesta under the User Agreement.
8. At the expiration of the Agreement, title to the Facility and cable shall be governed by the existing agreements between Adesta and the Authority and Adesta and Williams.
9. Permittee shall not access the fiber access connection from Thruway right of way; access for all construction and maintenance activities shall be exclusively from public right of way adjacent to the Thruway ROW line.
10. Permittee asserts that a dispute has arisen between the parties in relation to Permittee's rights to an additional fiber access connection at the subject location. Permittee and the Authority are desirous of resolving all disputes with the subject location, and they acknowledge and agree that this Permit Agreement will settle any such disputes. Permittee hereby settles and releases and agrees to hold harmless the Authority from any and all claims it may have with respect to this Permit Agreement or any other agreement it may have with the Authority or Adesta concerning an additional fiber access connection at this location.

This Permit Agreement shall not be construed as an admission of liability, fault or otherwise on the part of any party and, inasmuch as it is entered into in settlement of alleged disputes related solely to the connection at this location, shall not be admissible for any purpose in connection with any other dispute, claim or litigation.

11. If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify the Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Without limiting the foregoing, Williams shall promptly notify the Authority of any additional fibers to be installed at the location covered by this Permit Agreement. The parties hereto agree that failure to furnish such notice shall be deemed a material breach of this Permit Agreement.

In addition to paying additional fees as provided for in Article II. B. Permittee will be required to obtain: (a) a work permit from the Authority for such additional fiber installation; and (b) consent from Adesta on all of such terms as are agreed to by Adesta in executing this Permit Agreement Agreement.

If additional fibers are installed, this Permit Agreement will be amended to reflect such addition, and the Authority reserves the right to increase insurance and bond requirements if it, in its sole discretion, deems such escalation to be necessary. Although this Permit Agreement provides for the possibility of installing additional fibers, the Permittee understands and agrees that: (a) installation will only be permitted in 4 innerducts, i.e., the two innerducts connecting to Williams' existing 96 fiber cable located in the backbone Facility and the two innerducts connecting to the Williams' second innerduct on the backbone Facility; and (b) nothing herein shall obligate the Authority to allow such fiber count to be increased unless all of the Authority's engineering conditions in connection with such increase have been met, including, but not limited to, submission of design plans that are fully approved by the Division Director and the Chief Engineer of the Authority.

12. The Authority at any time shall have the right to audit the number of fibers composing the Connection at this location.
13. Williams represents that it has obtained and recorded a perpetual, divisible, apportionable and alienable easement, a copy of which is attached as Exhibit 2, between the vault located at the edge of the Authority right of way and the public right of way located at Lowell Road. The routing for such access is more fully described on the drawings(s) attached as Exhibit 3. Williams agrees to convey, at no cost or expense to the Authority, a non-exclusive perpetual, apportionable, divisible and alienable easement in all that easement described in Exhibit 2 and the rights granted therein in recordable form to each and every telecommunications provider as the Authority, in its discretion, directs in order to permit access to the vault located on the Authority right of way. Williams and the Authority agree to cooperate to obtain appropriate indemnification and insurance to protect the Authority and Williams from any claims, loss or damage associated with such access granted to any third party. The construction of any facilities necessary for such access shall be at no cost or expense to the Authority or Williams. Williams agrees to defend, indemnify and hold harmless the Authority from and against any and all claims that may be raised in connection with the property rights described in this Paragraph 13 and in Exhibit 2.

B. Economic Terms

Rent shall be paid as follows:

- (1) A. Permittee shall pay to the Authority an annual fee of \$18,000.
B. The annual fee set forth in Paragraph (1)A. shall be escalated annually by the same percentage that the Albany, New York Consumer Price Index, increases annually. Notwithstanding the foregoing, in no event shall the increase of any annual fee be greater than 5% or less than 2.54%, compounded per annum.
- (2) Rent for the first year (i.e., the date of execution of this Permit Agreement through the end of the first anniversary thereof) shall be paid upon the execution of this Rider by Permittee. During the term of the Agreement, rent for each other year shall be paid annually in advance on or before each anniversary of the date of this Permit Agreement.
- (3) Permittee shall pay the first year's annual fee set forth in Paragraph (1)A. above, plus all one-time non-recurring fees required by the Authority for such Occupancy Permits, prior to issuance of the Work Permit required per Article II. A. 1. above.

C. Term

The term of this Permit Agreement shall commence upon the date of execution of this Permit Agreement and shall terminate upon the termination of the User Agreement. Notwithstanding anything to the contrary in this Permit Agreement, including, but not limited to form TA-41337 (2-98) and the Occupancy and Work Permit Accommodation Policy, absent a material breach by Permittee of this Permit Agreement, this permit may not be revoked prior to the end of term of the User Agreement.

D. Restrictions/NYSTA Reserved Rights

1. Permittee may not assign or transfer its rights or obligations hereunder, either voluntarily or involuntarily, with respect to the leased space to any other party without the prior written consent of the Authority. Notwithstanding the foregoing, this Article shall not prevent:
(a) Permittee from assigning or transferring its rights and obligations hereunder to an Affiliate as defined below; or (b) the lease or license of fiber strands, the provision of indefeasible rights of use grants, leases or other rights to use such fibers in Permittee's systems to third party customers of Permittee. Furthermore, with each such notice, Permittee shall certify that such licensee, sub-lessee or other user has no

involvement, affiliation or known contact with any entity intending to utilize the facility for an illegal purpose or entity, individual or member of any organized crime organization or similar criminal enterprise. Nothing contained herein shall prevent or impair the Authority from transferring or assigning the Thruway, the Agreement or any of its rights or obligations thereunder.

"Affiliate" shall mean any party controlling, controlled by or under common control with Williams.

2. The rights granted to Permittee under the Agreement shall be non-exclusive.
3. Additional terms:

(a) Holding Over

Any holding over by the Permittee after the expiration of the Term without the Authority's prior written consent shall be treated as a daily tenancy at sufferance at a rate equal to 1.50 times the Fixed Rent then in effect plus other charges herein provided (prorated on a daily basis). The Permittee shall also pay to the Authority all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Agreement as far as applicable.

(b) Entire Agreement

This Permit Agreement granted in conjunction with the User Agreement of April 12, 1999 contains the entire Agreement between the parties hereto regarding the subject matter hereof.

(c) Waiver: Amendment

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(d) Joint Venture

Nothing contained in this Agreement shall be construed to create a partnership, a joint venture, an association, a trust or other entity, nor to constitute either party as the agent of or for the other.

(e) Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Agreed to and acknowledged as of the date first above written by individuals duly authorized on behalf of the parties hereto.

WILLIAMS COMMUNICATIONS, INC.

By: [Signature]

Name: T. F. ELBERT
Title: Attorney-in-fact

By its execution below, Adesta agrees, with respect to this additional access connection: (1) to construct and maintain the Vault and the Twelve innerducts, and any and all appurtenances; to be installed herein at no cost or expense to the Authority; (2) that the Authority shall be entitled to all rent payable by Permittee on account of the transaction contemplated hereby; (3) that Adesta shall perform any locates or relocations without charge to the Authority; and (4) that the Authority will not be responsible for any damages except for gross negligence or intentional damages.

ADESTA COMMUNICATIONS, INC.

By: [Signature] 12-7-00
2:45PM

Name: HAROLD F. AZVARD
Title: SENIOR VICE PRESIDENT

Agreed and Permitted this 13 day of Dec, 2000.

NEW YORK STATE THRUWAY AUTHORITY

By: [Signature]

Name: John T. Brizzell
Title: Deputy Exec. Dir.

HTB

Exhibit 18

Contract Brief

File Number C00729
 Contract Name RIDER TO OCCUPANCY PERMIT APPLICATION - REGEN - SITE #18 - ARDSLEY
 Contract From Williams Communications, Inc.
 Contract To New York State Thruway Authority
 Agreement Type Permit;
 Effective Date 11/13/2000
 Evergreen No

To Party Notice Address New York State Thruway Authority
 Director Albany Div. Thruway
 P O Box 189
 Albany, NY 12201

Consideration \$18,000 + CPI increase not greater than 5% or less than 2.54 %
 Legal Additional fiber access connection for Williams' System at New York State Thruway Milepost 6.2 to Williams' off-Thruway regen located at Ardsley Plaza (Site #18) within Authority's New York Division and designated by Drawing Milepost 6.2 ("ARDSLEY REGENERATION CONNECTION")
 Term Term of Permit Agreement shall terminate upon termination of User Agreement (20 years after acceptance of Williams Fibers)
 Termination Except for default by Permittee, Permit may not be revoked prior to end of term of User Agreement.
 Insurance Requirements Williams shall require Adesta to provide Authority with proof of insurance. (Section 8)
 Deliverables Williams shall file as-builts with the Authority's Chief Engineer upon completion of construction. (Section 1)
 Comments User Agreement for Innerduct (4/12/99) between MFS Network Technologies (NOW ADESTA) and Williams - C00137.004 (99E0591.00). ADDITIONAL FIBERS: If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Williams shall notify Authority of any additional fibers to be installed at regen location. Failure to provide such notice shall be deemed a material breach of Agreement. Permit Agreement will be amended to reflect such addition and set forth additional fees. (Section II)
 Assignability Permittee may not assign or transfer rights without prior written consent of Authority. Permittee may lease or license fiber strands, grant IRUs, leases or other rights to use such fibers to third party customers. (Section II, D)
 Relocation Williams shall require Adesta to relocate the additional fiber access connection at no cost to Authority if Authority requires relocation for any reason; however, this does not alter Williams' obligation to reimburse Adesta under the User Agreement. (Section 7)
 Maintenance Adesta, at no expense to Authority, responsible for construction and maintenance of the additional connection. (Section 2)

Contract Brief

Line Information Williams permitted to connect one (1) 120-fiber cable in each of two (2) innerducts from the Facility to the ROW line. Williams to construct three (3) ducts, each containing four (4) 1.25" innerducts, from Vault to ROW line, and a single trench containing twelve (12) 1.25" innerducts from the Vault to the Facility. (Section 1)

Line Names Cleveland to New York - Cleveland to Yonkers;

Line States Test State;

Line Counties Sample County (XX);

C00729 IRU

iru Type

Third Party Name

Line Segment

Mileage

Comments

IRU Line Components

IRU Line Names

IRU Line States

IRU Line Counties

RIDER TO OCCUPANCY PERMIT APPLICATION

Pursuant to an agreement between the New York State Thruway Authority (the "Authority") and MFS Network Technologies, Inc. ("MFSNT") (now known as "Adesta Communications, Inc. ("Adesta")), whereby a Fiber Optics Facility was constructed within the Authority ROW (the "Facility"), and MFSNT was authorized to enter User agreements subject to Authority approval, Williams Communications, Inc. ("Williams") entered into an agreement approved by the Authority with MFSNT to use that Facility. Williams has requested an occupancy permit to expand the Facility by means of an additional fiber access connection at the subject location. The Authority has agreed to issue such permit upon the terms and conditions subject location. The Authority has agreed to issue such permit upon the terms and conditions hereof, including that Williams shall obtain agreement from Adesta that Adesta (or its contractors, including Williams, if Adesta contracts with Williams to perform the work) shall construct and be responsible for such expanded Facility, and that Williams shall pay the Authority an annual connection fee as rent.

The following additional terms and conditions are incorporated into form TA-41337 (2-98), the Occupancy Permit Application (which, inter alia, incorporates by reference the terms and conditions of the New York State Thruway Occupancy and Work Permit Accommodation Policy). In the event of any conflict or inconsistency between this Rider and the terms of the form TA-41337 (2-98), the terms of this Rider shall govern and control.

I. Definitions

The following terms when used in this Rider shall have the following meanings:

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Adesta: Adesta Communications, Inc. (formerly known as MFS Network Technologies, Inc.), its successors and assigns.

Authority: The New York State Thruway Authority, its successors and assigns.

Permittee: Williams Communications, Inc., its successors and assigns (or Williams).

II. General

A. The purpose of this Permit Agreement is to set forth the terms and conditions for an additional fiber access connection for Williams's communications systems at New York State Thruway Milepost 6.2, approximately * feet to the Thruway ROW line at * (the "Permit Area") to an off-Thruway regeneration facility ("Regeneration Station") owned or leased by the Permittee. This connection is generally described as being located at Ardsley Plaza (Site No. 18) within the Authority's New York Division and designated by Drawing Milepost 6.2 ("Ardsley Regeneration Connection").

1. The Authority shall permit Williams to connect one 120 fiber cable in each of 2 innerducts from the Facility to the ROW line, provided that

*See attached site drawings within Occupancy Permit

Williams carry out such connection by constructing: (a) three ducts, each containing four (4) 1¼ inch innerducts, from the Vault to the ROW line; and (b) a single trench containing twelve (12) 1¼ inch innerducts from the Vault to the Facility all as more particularly described in the plans attached hereto as Exhibit 1. For purposes of clarification, from the Facility to the Vault, each of the 120 fiber cables shall be contained in one innerduct and from the Vault to the Right of Way line, each of such cables shall be contained in one innerduct. Williams shall obtain agreement with Adesta to expand its existing facility to accommodate and arrange for the construction of such connection in accordance with the design criteria herein. In addition to this permit, a work permit, which work permit shall contain any and all conditions required by the Authority, shall be required for any specific construction or maintenance work activity on Authority property. The design plans and the Permit Area shall be approved by the Division Director and the Chief Engineer of the Authority or his designee prior to issuance of a work permit. As-builts shall be filed with the Chief Engineer and incorporated into this Permit Agreement when completed.

Construction details shall include the following: twelve (12) 1¼ inch ducts (6 in and 6 out) connected to the existing Facility at a hand hole, and proceeding thence to an underground work vault on Authority property, adjacent to the Authority ROW line, with inner dimensions of 12 X 7 X 6 feet minimum, and thence in 3 ducts, each containing 4 innerducts, from the Vault to the Authority ROW line at a point safely and practicably accessible for construction and maintenance from off-ROW public property. In all other respects, construction details shall be the same as the existing Adesta Facility. Work shall be confined to that shown in the plans attached hereto and made a part hereof as Exhibit 1.

2. Permittee shall require Adesta, at no cost or expense to the Authority, to be responsible for the construction and maintenance of the additional access connection. Adesta may perform such work through contractual arrangements with others, including Williams or Williams's contractors.
3. Permittee shall comply with all applicable laws, rules and regulations, including, without limitation, all environmental laws.
4. In addition to, and not in limitation of, Permittee's liability and indemnification obligations pursuant to Section IV. B. of the Occupancy and Work Permit Accommodation Policy, in no event shall Permittee be entitled to recover lost profits or consequential damages from the Authority.
5. The Authority shall have the right to approve final plans for the installation and location of the additional fiber access connection.

6. Permittee shall require Adesta to provide the Authority with evidence of insurance in amounts and form reasonably satisfactory to the Authority with respect to all construction activity to be performed by or on behalf of Permittee.
7. Permittee shall require Adesta to relocate the additional fiber access connection at no cost to the Authority if the Authority, in its sole discretion, requires relocation for any reason. Nothing herein is intended to alter Williams' obligation to reimburse Adesta under the User Agreement.
8. At the expiration of the Agreement, title to the Facility and cable shall be governed by the existing agreements between Adesta and the Authority and Adesta and Williams.
9. Permittee shall not access the fiber access connection from Thruway right of way; access for all construction and maintenance activities shall be exclusively from public right of way adjacent to the Thruway ROW line.
10. Permittee asserts that a dispute has arisen between the parties in relation to Permittee's rights to an additional fiber access connection at the subject location. Permittee and the Authority are desirous of resolving all disputes with the subject location, and they acknowledge and agree that this Permit Agreement will settle any such disputes. Permittee hereby settles and releases and agrees to hold harmless the Authority from any and all claims it may have with respect to this Permit Agreement or any other agreement it may have with the Authority or Adesta concerning an additional fiber access connection at this location.

This Permit Agreement shall not be construed as an admission of liability, fault or otherwise on the part of any party and, inasmuch as it is entered into in settlement of alleged disputes related solely to the connection at this location, shall not be admissible for any purpose in connection with any other dispute, claim or litigation.

11. If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify the Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Without limiting the foregoing, Williams shall promptly notify the Authority of any additional fibers to be installed at the location covered by this Permit Agreement. The parties hereto agree that failure to furnish such notice shall be deemed a material breach of this Permit Agreement

In addition to paying additional fees as provided for in Article II, B. Permittee will be required to obtain: (a) a work permit from the Authority for such additional fiber installation; and (b) consent from Adesta on all of

such terms as are agreed to by Adesta in executing this Permit Agreement Agreement.

If additional fibers are installed, this Permit Agreement will be amended to reflect such addition, and the Authority reserves the right to increase insurance and bond requirements if it, in its sole discretion, deems such escalation to be necessary. Although this Permit Agreement provides for the possibility of installing additional fibers, the Permittee understands and agrees that (a) installation will only be permitted in 4 innerducts, i.e., the two innerducts connecting to Williams' existing 120 fiber cable located in the backbone Facility and the two innerducts connecting to the Williams' second innerduct on the backbone Facility; and (b) nothing herein shall obligate the Authority to allow such fiber count to be increased unless all of the Authority's engineering conditions in connection with such increase have been met, including, but not limited to, submission of design plans that are fully approved by the Division Director and the Chief Engineer of the Authority.

12. The Authority at any time shall have the right to audit the number of fibers composing the Connection at this location.

B. Economic Terms

Rent shall be paid as follows:

- (1) A. Permittee shall pay to the Authority an annual fee of \$18,000.
B. The annual fee set forth in Paragraph (1)A. shall be escalated annually by the same percentage that the Albany, New York Consumer Price Index, increases annually. Notwithstanding the foregoing, in no event shall the increase of any annual fee be greater than 5% or less than 2.54%, compounded per annum.
- (2) Rent for the first year (i.e., the date of execution of this Permit Agreement through the end of the first anniversary thereof) shall be paid upon the execution of this Rider by Permittee. During the term of the Agreement, rent for each other year shall be paid annually in advance on or before each anniversary of the date of this Permit Agreement.
- (3) Permittee shall pay the first year's annual fee set forth in Paragraph (1)A. above, plus all one-time non-recurring fees required by the Authority for such Occupancy Permits, prior to issuance of the Work Permit required per Article II. A. 1. above.

C. Term

The term of this Permit Agreement shall commence upon the date of execution of this Permit Agreement and shall terminate upon the termination of the User Agreement. Notwithstanding anything to the contrary in this Permit Agreement, including, but not limited to form TA-41337 (2-98) and the Occupancy and Work Permit Accommodation Policy, absent a material breach by Permittee of this Permit Agreement, this permit may not be revoked prior to the end of term of the User Agreement.

D. Restrictions/NYSTA Reserved Rights

1. Permittee may not assign or transfer its rights or obligations hereunder, either voluntarily or involuntarily, with respect to the leased space to any other party without the prior written consent of the Authority. Notwithstanding the foregoing, this Article shall not prevent:
(a) Permittee from assigning or transferring its rights and obligations hereunder to an Affiliate as defined below; or (b) the lease or license of fiber strands, the provision of indefeasible rights of use grants, leases or other rights to use such fibers in Permittee's systems to third party customers of Permittee. Furthermore, with each such notice, Permittee shall certify that such licensee, sub-lessee or other user has no involvement, affiliation or known contact with any entity intending to utilize the facility for an illegal purpose or entity, individual or member of any organized crime organization or similar criminal enterprise. Nothing contained herein shall prevent or impair the Authority from transferring or assigning the Thruway, the Agreement or any of its rights or obligations thereunder.

"Affiliate" shall mean any party controlling, controlled by or under common control with Williams.

2. The rights granted to Permittee under the Agreement shall be non-exclusive.
3. Additional terms:

(a) Holding Over

Any holding over by the Permittee after the expiration of the Term without the Authority's prior written consent shall be treated as a daily tenancy at sufferance at a rate equal to 1.50 times the Fixed Rent then in effect plus other charges herein provided (prorated on a daily basis). The Permittee shall also pay to the Authority all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Agreement as far as applicable.

shall perform any locates or relocations without charge to the Authority; and (4) that the Authority will not be responsible for any damages except for gross negligence or intentional damages.

ADESTA COMMUNICATIONS, INC.

By: Harold F. Alvord

Name: HAROLD F. ALVORD

Title: SENIOR VICE PRESIDENT

Agreed and Permitted this 13th day of Nov, 2000.

NEW YORK STATE THRUWAY AUTHORITY

By: John T. Brizzell

Name: JOHN T. BRIZZELL, P.E.

Title: Deputy Executive Director / Chief Engineer

Exhibit 19

Contract Brief

File Number C00730
 Contract Name RIDER TO OCCUPANCY PERMIT APPLICATION - POP - ROCHESTER METRO, SITE NO. 8
 Contract From Williams Communications, Inc.
 Contract To New York State Thruway Authority
 Agreement Type Permit;
 Effective Date 11/13/2000
 Evergreen No

To Party Notice Address New York State Thruway Authority
 Director Albany Div. Thruway
 P O Box 189
 Albany, NY 12201

Consideration Annual Fee: \$400 per fiber for each of the 96 fibers composing the POP Connection and \$333 for each fiber in excess of 96 fibers composing the POP Connection, where total number of fibers at the connection is more than 96. Annual fee of \$18,000 per year for regeneration capability associated with POP Connection. Fees subject to annual escalation by same percentage that Albany, NY CPI increases, in no event shall increase be greater than 5% or less than 2.54%.

Legal Additional fiber access connection for Williams' system at New York State Thruway Milepost 365.8 to Williams off-Thruway POP located at Scottsville Plaza (Site No. 8) within Authority's Buffalo Division and designated by Drawing Milepost 365.8 ('ROCHESTER POP CONNECTION')

Term Term of Permit Agreement shall terminate upon termination of User Agreement (20 years after acceptance of Williams Fibers)

Termination Except for default by Permittee, Permit may not be revoked prior to end of term of User Agreement

Insurance Requirements Williams shall require Adesta to provide Authority with proof of insurance. (Section 5)

Deliverables Williams shall file as-builts with the Authority's Chief Engineer upon completion of construction. (Section 1)

Comments User Agreement for Innerduct (4/12/99) between MFS Network Technologies (NOW ADESTA) and Williams - C00137.004 (99E0591.00). ADDITIONAL FIBERS: If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Williams shall notify Authority of any additional fibers to be installed at regen location. Failure to provide such notice shall be deemed a material breach of Agreement. Permit Agreement will be amended to reflect such addition and set forth additional fees. (Section II)

Assignability Permittee may not assign or transfer rights without prior written consent of Authority. Permittee may lease or license fiber strands, grant IRUs, leases or other rights to use such fibers to third party customers. (Section II,D)

Contract Brief

Relocation Williams shall require Adesta to relocate the additional fiber access connection at no cost to Authority if Authority requires relocation for any reason; however, this does not alter Williams' obligation to reimburse Adesta under the User Agreement. (Section 7)

Maintenance Adesta, at no expense to Authority, responsible for construction and maintenance of the additional connection. (Section 2)

Line Information Williams permitted to connect one (1) 96-fiber cable in each of two (2) innerducts from Facility to ROW. Williams to construct three (3) ducts, each with four (4) 1.25" innerducts from vault to ROW line and a single trench containing twelve (12) 1.25" innerducts from the Vault to the Facility.

Line Names Cleveland to New York - Cleveland to Yonkers;

Line States Test State;

Line Counties Sample County (XX);

C00730 IRU

iru Type

Third Party Name

Line Segment

Mileage

Comments

IRU Line Components

IRU Line Names

IRU Line States

IRU Line Counties

RIDER TO OCCUPANCY PERMIT APPLICATION

Pursuant to an agreement between the New York State Thruway Authority (the "Authority") and MFS Network Technologies, Inc. ("MFSNT") (now known as "Adesta Communications, Inc. ("Adesta")), whereby a Fiber Optics Facility was constructed within the Authority ROW (the "Facility"), and MFSNT was authorized to enter User agreements subject to Authority approval, Williams Communications, Inc. ("Williams") entered into an agreement approved by the Authority with MFSNT to use that Facility. Williams has requested an occupancy permit to expand the Facility by means of an additional fiber access connection at the subject location. The Authority has agreed to issue such permit upon the terms and conditions subject location. The Authority has agreed to issue such permit upon the terms and conditions hereof, including that Williams shall obtain agreement from Adesta that Adesta (or its contractors, including Williams, if Adesta contracts with Williams to perform the work) shall construct and be responsible for such expanded Facility, and that Williams shall pay the Authority an annual connection fee as rent.

The following additional terms and conditions are incorporated into form TA-41337 (2-98), the Occupancy Permit Application (which, inter alia, incorporates by reference the terms and conditions of the New York State Thruway Occupancy and Work Permit Accommodation Policy). In the event of any conflict or inconsistency between this Rider and the terms of the form TA-41337 (2-98), the terms of this Rider shall govern and control.

I. Definitions

The following terms when used in this Rider shall have the following meanings:

Permit Agreement: This Rider, form TA-41337 (2-98) and, all documents incorporated therein, are hereinafter referred to as the "Permit Agreement."

Adesta: Adesta Communications, Inc. (formerly known as MFS Network Technologies, Inc.), its successors and assigns.

Authority: The New York State Thruway Authority, its successors and assigns.

Permittee: Williams Communications, Inc., its successors and assigns (or Williams).

II. General

A. The purpose of this Permit Agreement is to set forth the terms and conditions for an additional fiber access connection for Williams's communications systems at New York State Thruway Milepost 365.8, approximately * feet to the Thruway ROW line at * (the "Permit Area") to an off-Thruway point of presence ("POP") owned or leased by the Permittee. This connection is generally described as being located at Scottsville Plaza (Site No. 8) within the Authority's Buffalo Division and designated by Drawing Milepost 365.8. ("Rochester POP Connection").

1. The Authority shall permit Williams to connect one 96 fiber cable in each of 2 innerducts from the Facility to the ROW line, provided that Williams

*See attached site drawings within Occupancy Permit

carry out such connection by constructing: (a) three ducts, each containing four (4) 1¼ inch innerducts, from the Vault to the ROW line; and (b) a single trench containing twelve (12) 1¼ inch innerducts from the Vault to the Facility all as more particularly described in the plans attached hereto as Exhibit 1. For purposes of clarification, from the Facility to the Vault, each of the 96 fiber cables shall be contained in one innerduct and from the Vault to the Right of Way line, each of such cables shall be contained in one innerduct. Williams shall obtain agreement with Adesta to expand its existing facility to accommodate and arrange for the construction of such connection in accordance with the design criteria herein. In addition to this permit, a work permit, which work permit shall contain any and all conditions required by the Authority, shall be required for any specific construction or maintenance work activity on Authority property. The design plans and the Permit Area shall be approved by the Division Director and the Chief Engineer of the Authority or his designee prior to issuance of a work permit. As-builts shall be filed with the Chief Engineer and incorporated into this Permit Agreement when completed.

Construction details shall include the following: twelve (12) 1¼ inch ducts (6 in and 6 out) connected to the existing Facility at a hand hole, and proceeding thence to an underground work vault on Authority property, adjacent to the Authority ROW line, with inner dimensions of 12 X 7 X 6 feet minimum, and thence in 3 ducts, each containing 4 innerducts, from the Vault to the Authority ROW line at a point safely and practicably accessible for construction and maintenance from off-ROW public property. In all other respects, construction details shall be the same as the existing Adesta Facility. Work shall be confined to that shown in the plans attached hereto and made a part hereof as Exhibit 1.

2. Permittee shall require Adesta, at no cost or expense to the Authority, to be responsible for the construction and maintenance of the additional access connection. Adesta may perform such work through contractual arrangements with others, including Williams or Williams's contractors.
3. Permittee shall comply with all applicable laws, rules and regulations, including, without limitation, all environmental laws.
4. In addition to, and not in limitation of, Permittee's liability and indemnification obligations pursuant to Section IV. B. of the Occupancy and Work Permit Accommodation Policy, in no event shall Permittee be entitled to recover lost profits or consequential damages from the Authority.
5. The Authority shall have the right to approve final plans for the installation and location of the additional fiber access connection.

6. Permittee shall require Adesta to provide the Authority with evidence of insurance in amounts and form reasonably satisfactory to the Authority with respect to all construction activity to be performed by or on behalf of Permittee.
7. Permittee shall require Adesta to relocate the additional fiber access connection at no cost to the Authority if the Authority, in its sole discretion, requires relocation for any reason. Nothing herein is intended to alter Williams' obligation to reimburse Adesta under the User Agreement.
8. At the expiration of the Agreement, title to the Facility and cable shall be governed by the existing agreements between Adesta and the Authority and Adesta and Williams.
9. Permittee shall not access the fiber access connection from Thruway right of way; access for all construction and maintenance activities shall be exclusively from public right of way adjacent to the Thruway ROW line.
10. Permittee asserts that a dispute has arisen between the parties in relation to Permittee's rights to an additional fiber access connection at the subject location. Permittee and the Authority are desirous of resolving all disputes with the subject location, and they acknowledge and agree that this Permit Agreement will settle any such disputes. Permittee hereby settles and releases and agrees to hold harmless the Authority from any and all claims it may have with respect to this Permit Agreement or any other agreement it may have with the Authority or Adesta concerning an additional fiber access connection at this location.

This Permit Agreement shall not be construed as an admission of liability, fault or otherwise on the part of any party and, inasmuch as it is entered into in settlement of alleged disputes related solely to the connection at this location, shall not be admissible for any purpose in connection with any other dispute, claim or litigation.

11. If additional fibers are installed in either of Williams' two innerducts on the backbone Facility, Williams shall promptly notify the Authority of each fiber and of each Authority approved access connection location to such Facility that it intends to use. Without limiting the foregoing, Williams shall promptly notify the Authority of any additional fibers to be installed at the location covered by this Permit Agreement. The parties hereto agree that failure to furnish such notice shall be deemed a material breach of this Permit Agreement.

In addition to paying additional fees as provided for in Article II. B. Permittee will be required to obtain: (a) a work permit from the Authority for such additional fiber installation; and (b) consent from Adesta on all of

such terms as are agreed to by Adesta by executing this Permit Agreement.

If additional fibers are installed, this Permit Agreement will be amended to reflect such addition, and the Authority reserves the right to increase insurance and bond requirements if it, in its sole discretion, deems such escalation to be necessary. Although this Permit Agreement provides for the possibility of installing additional fibers, the Permittee understands and agrees that: (a) installation will only be permitted in 4 innerducts, i.e., the two innerducts connecting to Williams' existing 96 fiber cable located in the backbone Facility and the two innerducts connecting to the Williams' second innerduct on the backbone Facility; and (b) nothing herein shall obligate the Authority to allow such fiber count to be increased unless all of the Authority's engineering conditions in connection with such increase have been met, including, but not limited to, submission of design plans that are fully approved by the Division Director and the Chief Engineer of the Authority

12. The Authority at any time shall have the right to audit the number of fibers composing the POP Connection at this location.

B. Economic Terms

Rent shall be paid as follows:

- (1) A. Permittee shall pay to the Authority an annual fee calculated at the rate of: (a) \$400 per fiber for each of the ninety-six (96) fiber composing the POP Connection and (b) \$333 for each fiber in excess of ninety-six (96) fibers composing the POP Connection, where the total number of fibers at the connection is increased beyond ninety-six (96) fibers in accordance with any rights Permittee may have under the User Agreement and subject to all terms and conditions of this Permit Agreement. In addition to the calculated fee, Permittee shall pay an additional sum of \$18,000 per year for regeneration capability associated with the POP Connection.

B. The annual fee set forth in Paragraph (1)A. shall be escalated annually by the same percentage that the Albany, New York Consumer Price Index, increases annually. Notwithstanding the foregoing, in no event shall the increase of any annual fee be greater than 5% or less than 2.54%, compounded per annum.
- (2) Rent for the first year (i.e., the date of execution of this Permit Agreement through the end of the first anniversary thereof) shall be paid upon the execution of this Rider by Permittee. During the

term of the Agreement, rent for each other year shall be paid annually in advance on or before each anniversary of the date of this Permit Agreement.

- (3) Permittee shall pay the first year's annual fee set forth in Paragraph (1)A. above, plus all one-time non-recurring fees required by the Authority for such Occupancy Permits, prior to issuance of the Work Permit required per Article II. A. 1. above.

C. Term

The term of this Permit Agreement shall commence upon the date of execution of this Permit Agreement and shall terminate upon the termination of the User Agreement. Notwithstanding anything to the contrary in this Permit Agreement, including, but not limited to form TA-41337 (2-98) and the Occupancy and Work Permit Accommodation Policy, absent a material breach by Permittee of this Permit Agreement, this permit may not be revoked prior to the end of term of the User Agreement.

D. Restrictions/NYSTA Reserved Rights

1. Permittee may not assign or transfer its rights or obligations hereunder, either voluntarily or involuntarily, with respect to the leased space to any other party without the prior written consent of the Authority. Notwithstanding the foregoing, this Article shall not prevent:
(a) Permittee from assigning or transferring its rights and obligations hereunder to an Affiliate as defined below; or (b) the lease or license of fiber strands, the provision of indefeasible rights of use grants, leases or other rights to use such fibers in Permittee's systems to third party customers of Permittee. Furthermore, with each such notice, Permittee shall certify that such licensee, sub-lessee or other user has no involvement, affiliation or known contact with any entity intending to utilize the facility for an illegal purpose or entity, individual or member of any organized crime organization or similar criminal enterprise. Nothing contained herein shall prevent or impair the Authority from transferring or assigning the Thruway, the Agreement or any of its rights or obligations thereunder.

"Affiliate" shall mean any party controlling, controlled by or under common control with Williams.

2. The rights granted to Permittee under the Agreement shall be non-exclusive.
3. Additional terms:
 - (a) Holding Over

Any holding over by the Permittee after the expiration of the Term without the Authority's prior written consent shall be treated as a daily tenancy at sufferance at a rate equal to 1.50 times the Fixed Rent then in effect plus other charges herein provided (prorated on a daily basis). The Permittee shall also pay to the Authority all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Agreement as far as applicable.

(b) Entire Agreement

This Permit Agreement granted in conjunction with the User Agreement of April 12, 1999 contains the entire Agreement between the parties hereto regarding the subject matter hereof.

(c) Waiver, Amendment

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(d) Joint Venture

Nothing contained in this Agreement shall be construed to create a partnership, a joint venture, an association, a trust or other entity, nor to constitute either party as the agent of or for the other.

(e) Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Agreed to and acknowledged as of the date first above written by individuals duly authorized on behalf of the parties hereto.

WILLIAMS COMMUNICATIONS, INC.

By: _____

Name: T. F. ELBERT

Title: Attorney-in-fact

By its execution below, Adesta agrees, with respect to this additional access connection: (1) to construct and maintain the Vault and the Twelve innerducts, and any and all appurtenances, to be