

ORDINANCE NO. **12505**

AN ORDINANCE relating to telecommunications, granting a long distance telecommunications franchise to Worldcom Network Services, Incorporated, and authorizing the county executive to execute the franchise and other documents.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings of Fact:

A. WorldCom Network Services, Inc. (WorldCom) has applied to King County (county) for a franchise to build, operate, repair, and maintain a long distance telecommunications network (network) on certain county road rights-of-way within the unincorporated county.

B. The county commenced a proceeding which afforded the public in the franchise area and WorldCom appropriate notice and participation for the purpose of (i) identifying the future communications related needs and interests, and (ii) reviewing WorldCom's ability to comply with the provisions of the proposed franchise.

C. The county has concluded that it is appropriate to grant WorldCom a franchise to use certain road rights-of-way of King County for the construction, operation, repair and maintenance of a long distance telecommunications network to provide long distance telecommunication service in the county subject to the terms and conditions contained in this ordinance, applicable law, the proposed franchise, which is attached as Attachment A, and appendices to the proposed franchise, which include a description of the franchise area

1 (Appendix 1); the franchise agreement, (Appendix 2); the
2 specifications for the King County network, (Appendix 3); the
3 acceptance of long distance telecommunications franchise
4 (Appendix 4); and the maintenance agreement (Appendix 5).
5 Attachment A, together with its appendices, is fully
6 incorporated herein by reference as if set out in full.

7 D. As part of the franchise agreement, WorldCom has
8 agreed to provide certain fiber optic lines for the county in
9 return for a one time payment of \$50,000 and to maintain
10 those lines for an annual payment of \$11,635.

11 SECTION 2. By this ordinance, the council hereby
12 grants WorldCom a franchise to use certain road rights-of-way
13 of King County to construct, operate, maintain and repair a
14 long distance telecommunications system. The franchise shall
15 expire at midnight on December 31, 2006.

16 SECTION 3. The King County executive is hereby
17 authorized to execute the Franchise, Franchise Agreement, the
18 Maintenance Agreement and other related documents, in
19 substantially the same form as contained in Attachment A and
20 appendices thereto, to this ordinance. In addition, the
21 executive is hereby authorized to negotiate and execute a
22 collocation agreement with WorldCom whereby WorldCom will
23 provide the county with space, power, and hvac for county
24 telecommunications equipment at the Westin building provided
25 that the collocation agreement has been approved by the
26 prosecuting attorney's office and provided that the county
27 receives the benefits of the collation agreement without
28 additional cost to the county.

29 SECTION 4. Any procedures required by county
30 procurement ordinances notwithstanding, the county executive

1 is authorized, to the extent permitted by state law, to
2 directly negotiate and contract with WorldCom for the right
3 to use certain fiber optic lines described in Attachment A
4 and for the maintenance and repair of those lines.

5 SECTION 5. This franchise is granted subject to the
6 following conditions subsequent: that WorldCom: a) signs the
7 franchise and other franchise related documents, b) signs the
8 acceptance of the franchise, and c) makes all payments, posts
9 all securities, and supplies all required information within
10 sixty calendar days of the effective date of this ordinance;
11 and that the parties negotiate a mutually acceptable
12 collocation agreement and WorldCom signs the agreement within
13 60 calendar days of the effective date of this ordinance.

1 Should these conditions not all be fully satisfied within the
2 time specified, this ordinance, and the grant of a franchise
3 pursuant to this ordinance, shall be deemed to be null and
4 void.

5 INTRODUCED AND READ for the first time this 30th day
6 of September, 1996.

7 PASSED by a vote of 12 to 0 this 28th day of
8 October, 1996.

9 KING COUNTY COUNCIL
10 KING COUNTY, WASHINGTON

11 James Hague
12 Chair

13 ATTEST:

14 Gerald A. Potam
15 Clerk of the Council

16 APPROVED this 8th day of November, 1996.

17 Darwin B. Skelton
18 King County Executive

19 Attachments:

- 20 A. Long Distance Telecommunications Franchise, together
- 21 with Appendices
- 22 Appendix 1. Description of Franchise Area
- 23 Appendix 2. Franchise Agreement between WorldCom
- 24 Network Services, Inc. and King County
- 25 Appendix 3. Specifications for the King County
- 26 Network
- 27 Appendix 4. Acceptance of Franchise
- 28 Appendix 5. Maintenance Agreement

LONG DISTANCE TELECOMMUNICATIONS

FRANCHISE NO. 12505

In the matter of the application of WorldCom Network Services, Inc. for a Franchise to construct, operate, maintain, and repair a long distance telephone network in, over, along and under King County Rights-of-way in King County, Washington for the purpose of providing long distance telecommunications services.

WORLD COM NETWORK SERVICES, INC. filed an Application for a nonexclusive Franchise to construct, operate and repair a long distance telephone network in, over, along and under County roads and appropriate Rights-of way within the unincorporated portions of King County as described in Exhibit C for the purpose of providing long distance telecommunications services. The King County Council held a public hearing on the Application on the 28th day of October, 1996.

Legal notice of the Application and of the hearing were given as required by law.

The King County Council, having considered the interests proposed and advanced, has found that the grant of a Franchise to WORLD COM NETWORK SERVICES, INC. subject to conditions, is in the public interest. It hereby ORDERS, pursuant to Ordinance No. 12505, that a Long Distance Telecommunications Franchise is granted to WORLD COM NETWORK SERVICES, INC., subject to the conditions set forth in the Franchise Agreement attached as Exhibit A hereto, this Franchise and in King County Ordinance No. _____ [the Granting Ordinance]. This Franchise grants the right, subject to conditions, to construct, operate, maintain and repair a Franchisee's Network in, over, and along certain County road rights-of-way within the unincorporated portions of King County for the purpose of providing long distance telecommunications services. The Franchise term shall commence on the effective date of the Franchise and shall run through and including December 31, 2006.

Provided that the following actions must be completed within 60 days of the effective date of Ordinance No. 12505, or the Franchise shall be null and void and without effect:

Signed this Franchise;

Signed the Franchise Agreement attached as Exhibit ;

Filed an unconditional acceptance of this Franchise attached as Exhibit ;

Made all payments, posted all securities, and supplied all information that it is required to supply; and

King County and the Franchisee must negotiate a mutually agreeable collocation agreement and the Franchisee must have signed the collocation agreement.

WORLDCOM NETWORK SERVICES,
INC.

KING COUNTY,
WASHINGTON

BY: _____

BY: *Patricia B. Steel*

ITS: _____

ITS: *for King County Exec.*

DATE: _____

DATE: *11/8/96*

Appendix 1

Those portions of King County Rights-of-way located within the unincorporated portions of King County, Washington, more particularly described as follows:

From the junction of the Cedar River Trail and Cedar Grove Road, north for 3.65 miles on Cedar Grove Road to the junction of Cedar Grove Road and Issaquah-Hobart Road.

Thence from the junction of Cedar Grove Road and Issaquah-Hobart Road, north for 3.17 miles on Issaquah-Hobart Road to the southern city limits of the City of Issaquah.

From the junction of the Issaquah-High Point Trail and S.E. 76th Place, eastward for 0.1 miles on S.E. 76th Place to the junction of S.E. 76th Place with High Point Way.

Thence from the junction of S.E. 76th Place with High Point Way, eastward for 2.55 miles on High Point Way to the junction of High Point Way and Upper Preston Road.

Thence from the junction of High Point Way and Preston-Fall City Road, eastward for 2.86 miles on Upper Preston Road to the junction of the Upper Preston Road and 144th Street (Private).

From the junction of Highway 18 extended (Echo Lake-Snoqualmie CTO) and S.E. 96th Street, eastward for 0.73 miles on S.E. 96th Street to the termination of S.E. 96th Street.

From the westerly commencement of S.E. 99th Street, easterly for 0.27 miles on S.E. 99th Street to the junction of S.E. 99th Street and Winery Road.

Thence from the junction of S.E. 99th Street and Winery Road, northward for 0.20 miles on Winery Road to the junction of Winery Road and North Bend Way.

Thence from the junction of Winery Road and North Bend Way, eastward for 2.13 miles on North Bend Way to the western city limits of the City of North Bend.

From the eastern city limit of the City of North Bend at North Bend Way, eastward for 2.85 miles on North Bend Way to the junction of North Bend Way and 468th Avenue S.E.

Thence from the junction of North Bend Way and 468th Avenue S.E., northward for 0.22 miles on 468th Avenue S.E. to the Weyerhaeuser gate.

Total distance traversed on County Right of Way of 18.73 miles.

Appendix 2

12505

FRANCHISE AGREEMENT

King County, Washington

LONG DISTANCE TELECOMMUNICATIONS FRANCHISE
AGREEMENT BETWEEN KING COUNTY, WASHINGTON
AND WORLDCOM NETWORK SERVICES, INC. FOR
FRANCHISE NO. _____

WHEREAS, WORLDCOM NETWORK SERVICES, INC. ("WorldCom" or "Franchisee"), a Delaware Corporation, has asked King County, Washington ("King County" or "County") to grant a nonexclusive Franchise to use the Rights-of-way of certain county roads within the unincorporated part of the County for the construction, operation and maintenance of a network to provide long distance telecommunications services; and

WHEREAS, the County has conducted proceedings in which WORLDCOM has participated to consider WORLDCOM'S financial, technical, and legal qualifications; and to determine whether WORLDCOM's plans for constructing and operating its network are reasonable; and

WHEREAS, based in part upon WORLDCOM's representations and information, the County has determined that, subject to the terms and conditions set forth herein, the granting of a nonexclusive Franchise to WORLDCOM is consistent with the public interest; and

WHEREAS, the County is willing to issue such a Franchise, conditioned on WORLDCOM's acceptance of the terms and conditions thereof; and

WHEREAS, WORLDCOM has indicated its willingness to accept the Franchise subject to such terms and conditions, and to abide by those terms and conditions:

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged, THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. Definitions.

Except as otherwise provided herein, the following definitions and provisions shall govern this Franchise Agreement. References to laws or "applicable laws" include federal, state and local laws and regulations adopted pursuant to those laws; unless otherwise stated; references to laws includes laws now in effect, as the same may be amended from time to time, and new laws. In addition, the following definitions shall apply:

- (a) Cable Office. The King County Office of Cable Communications, an office of the King County Department of Information and Administrative Services.
- (b) Construction, Operation or Repair. These and similar formulations of those terms refer to the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, under grounding, grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming.
- (c) Council. The King County Council.
- (d) Director. The chief executive of the King County Department of Transportation.
- (e) Executive. The King County executive, as established by Article 3 of the King County Charter, or the executive's designee.
- (f) FCC. The Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- (g) Franchise means the right granted by the County to the Franchisee to construct, reconstruct, repair, maintain or operate a cable system over, on, along, or under any public Rights-of-way within all or specified areas within unincorporated areas of the County. The term does not include any license or permit required by other laws, ordinances or rules of the County for the privilege of transacting and carrying on a business within the County, or for construction, reconstruction, repair or maintenance on, over or under or use of any public Rights-of-way.

- (h) Franchise Agreement. This contract and any amendments, exhibits, or appendices hereto.
- (i) Franchise Ordinance. Chapter 6.27 of the King County Code, as amended from time to time.
- (j) Franchisee. WorldCom Network Services, Inc. and its lawful and permitted successors and assigns.
- (k) Franchisee's Network. For the purpose of this Franchise only, the term "Franchisee's Network" means a system located on, over, across, or within public Rights-of-way in unincorporated King County used by the Franchisee to offer long distance telecommunications services. The term is used to refer to Franchisee's Network as a whole, or to any part of the Network, including equipment or facilities appurtenant thereto.
- (l) King County or County. The terms "King County" and "County" mean King County, Washington and includes its elected officials, officers, employees, and agents, and any lawful successor thereto.
- (m) King County Network. For the purpose of this franchise only, the term "King County Network" means that telecommunications network described in Appendix 3 as to which King County is given an indefeasible right of use under the terms of this Franchise Agreement, as set forth in Section 5(a)(2) hereof.
- (n) Person. Any individual, corporation, partnership, limited partnership, association, joint venture, organization, or any other legal entity of any kind, and any lawful trustee, successor, assignee, transferee or personal representative thereof.

(o) Rights-of-way. The term "Right(s)-of-way" means County streets, alleys, roads and compatible utility easements. It does not include recreational and nature trails.

(p) State. The State of Washington.

(q) WUTC. The Washington Utilities and Transportation Commission.

2. Grant of Authority; Limits and Reservations.

(a) Grant of Authority.

The Franchisee is hereby granted, subject to the terms and conditions of this Franchise Agreement, the right, privilege, and authority to use certain Rights-of-way described in Exhibit C to the Franchise to construct, operate, maintain, and reconstruct Franchisee's Network. Within the territory defined in Exhibit C to the Franchise, the Franchisee proposes to construct, operate, repair and maintain a telecommunications network, and this franchise grants authority only for those activities. The Franchise issued to the Franchisee is subject to the terms and conditions of this Agreement. The Franchise shall expire at midnight on December 31, 2006.

(b) Scope of Franchise.

(1) The Franchise is intended to convey limited rights only as to those Rights-of-way in which the County has an actual interest. It is not a warranty of title or interest in any Rights-of-way; it does not provide the Franchisee any interest in any particular location within the Rights-of-way; and it does not confer rights other than as expressly provided in the grant or as mandated by federal, state, or local law.

The Franchise does not deprive the County of any powers, rights or privileges it now

has or may later acquire in the future to use, perform work on or to regulate the use of and to control the County's Rights-of-way covered by the Franchise, including without limitation the right to perform work on its roadways, Rights-of-way or appurtenant drainage facilities, including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

(2) Whenever any of the Rights-of-way designated in this Franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within town or city limits, this Franchise shall continue in full force and effect until such time as the incorporation and/or annexation is complete according to applicable state law, after which time the County shall no longer have any responsibility for maintenance of such roads, Rights-of-way or other County property within the area of the annexation and/or incorporation.

(3) This Franchise applies to King County's control of its rights-of-way and does not limit or impair the regulatory authority of King County now held or hereinafter granted to it, including any authority to regulate aspects of the Franchisee's business or operations, including, but not limited to, rates, customer service standards, performance standards, or reporting provisions.

(c) Exercise of Authority under Franchise.

The Franchisee shall have the authority to engage in those telecommunications services which it is now, or in the future, authorized to provide by the WUTC. However, this Franchise is not intended to allow use of Franchisee's Network by the Franchisee as a cable system to provide cable TV services as defined in KCC

6.27A.010(I) and (J) to residents of King County. Before Franchisee shall be allowed to provide such services, it must obtain additional franchise rights from King County.

(d) Franchise Not Exclusive.

The right to use and occupy the Rights-of-way is not exclusive and does not explicitly or implicitly preclude the issuance of other franchises to construct, operate or repair any facilities or networks within the County or affect the County's right to use or authorize the use of any of its Rights-of-way or other property by other persons as it determines appropriate.

(e) Relation to Other Franchises.

This Franchise Agreement and all rights and privileges granted hereunder are binding on the parties to this Franchise Agreement without reference to any other action or franchise grant by the County.

(f) Construction of Franchise Agreement.

The provisions of this Franchise Agreement shall be liberally construed to promote the public interest.

(g) Relation to County Ordinances.

The provisions of the Franchise Ordinance and other applicable law, as amended over the term of this franchise, shall apply to the Franchise Agreement as if fully set forth in the Franchise Agreement, and the express terms of the Franchise Ordinance and other applicable law will prevail over conflicting or inconsistent provisions in the Franchise Agreement unless the Franchise Agreement expresses an

explicit intent to waive a requirement of the Franchise Ordinance. Although the rights hereunder are subject to the Franchise Ordinance, other applicable law and regulations, neither the Franchise Ordinance, other applicable County ordinances is a contract with the Franchisee.

(h) Relation to Other Provisions of Law.

This Agreement and all rights and privileges granted under the Franchise are subject to the County's police and other powers and other applicable law. Other applicable law includes, but is not limited to federal, state, and County law and rules promulgated thereunder. The Franchise issued and the consideration provided, are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein. Neither the granting of this Franchise nor any language, term, or condition within this Franchise deprives King County of any powers, rights, or privileges it now has or may later acquire to regulate the use of and to control County Rights-of-way.

(i) Effect of Acceptance.

By accepting the Franchise, the Franchisee: (1) acknowledges and accepts the County's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the County intervening in any proceeding materially affecting the rights of the County or (3) accepts and agrees to comply with each and every provision of this Agreement; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

(j) Franchisee Bears Its Own Costs.

Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

(k) No Waiver.

The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Agreement, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Any waiver of a breach is not a waiver of any other breach, whether similar or different from that waived.

(l) No Recourse.

The Franchisee shall have no recourse whatsoever against the County or its officials, boards, commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the Franchise, the Franchise Agreement, the Franchise Ordinance or other applicable law because of the enforcement of that law, except if such loss, costs, expenses, or damages are the result of the negligence or misconduct on the part of the County or its agents. The rights of the County under this provision are in addition to, and shall not be read to limit, any immunities the County may enjoy.

(k) If at any time during the term of this Franchise Agreement state or federal law prevents the County from collecting any grant or fee agreed to in this

Franchise or of general applicability, and at later time the County is given the authority to collect such a grant and/or fee, the Franchisee shall immediately pay the County an amount equal to the amount the Franchisee would have paid in such grants and fees or such lesser amount permitted by law.

3. Effect of Changes in Law.

(a) Severability.

In the event that a court, agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Franchise Agreement to be unenforceable, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court, agency or legislature of competent and controlling jurisdiction acts or declares any material provision of this Franchise Agreement is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith to restore to the injured party the benefits or equivalent consideration which the injured party agrees is a reasonable substitute for the benefits the injured party expected to receive from the provision that was declared unenforceable. If the parties are unable to agree to a modification to this Franchise Agreement within sixty days of the date the decree became final, the injured party may at any time thereafter request compulsory arbitration under the rules of the American Arbitration Association. The parties agree the arbitrator shall modify the terms of this Franchise Agreement in a manner which is equitable to both parties with respect to the full value of the consideration promised in this Franchise Agreement. The decision of the arbitrator shall be final and fully enforceable in any court of competent jurisdiction. By way of illustration but not limitation, the following provisions shall be considered material: (Relation to other

Provisions of Law); and ___ (Conditions on Use of Rights-of-Way). Any disagreement as to the materiality of any provision hereof shall be resolved by arbitration.

(b) Effect of Change in Law.

In the event that state or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then, subject to the parties' rights under Section 3(a) of this section, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such state or federal law, rule, or regulation is subsequently repealed, rescinded, amended, voided, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of either party.

4. Transfers.

The rights granted under the Franchise may not be transferred, assigned, or subdivided in any way or through any mechanism, including a sale or lease of the Franchisee's Network in its entirety or a sale or change in the control of the Franchisee (all referred to below as "transfers") without the express prior permission of the County except as otherwise provided under the Franchise Ordinance or federal law. Such permission shall not be unreasonably withheld. A transfer does not include the grant of a right to use the Franchisee's Network for the purposes authorized herein by other providers of telecommunications services in the ordinary course of Franchisee's

business, or the assignment or sale by Franchisee to Vyvx, Inc. of the right to use one of Franchisee's fibers..

(a) Control.

The word "control" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. A change in control includes any of the following:

(1) If Franchisee is a publicly traded partnership or corporation, the sale or transfer of five percent (5%) of the Franchisee's stock or general partnership interest;

(2) If Franchisee is a closely held partnership or corporation or an individual, transfer of twenty-five (25%) of the ownership interest or the voting stock interest in Franchisee or transfer of 50% or more of the ownership interest or the voting stock interest in any legal parent or entity directly or indirectly controlling or managing Franchisee;

(3) Any other transaction which has the practical consequence of transferring to a new entity or legal person the actual working control of the Franchisee or the network.

(b) Notice of Transfer.

The Franchisee shall notify the Cable Office in writing at least ninety (90) days prior to the effective date of any proposed transfer that is subject to the approval of the County. The County shall request any additional information and shall make every

effort to indicate its approval or disapproval of the transfer within thirty (30) days of receipt of the notice of transfer. If the County fails to indicate its approval or disapproval within sixty (60) days of receipt of the notice or additional information requested by the County, whichever is later, the County shall be deemed to have approved the transfer unless the Franchisee has agreed in writing to extend the time for the County's decision.

(c) Conditions of Transfer.

Subject to subparagraph (b) above, the County shall not approve a transfer unless all of the following are satisfied:

- (1) The transferee agrees in writing that it will accept and abide by the terms of the Franchise, the Franchise Agreement, and applicable law, and that it will assume and be responsible for the obligations and liabilities of the Franchisee;
- (2) The County finds the transferee to be capable of full and faithful performance of all obligations under the Franchise;
- (3) The transferee agrees that approval of the transfer by the County shall not constitute a waiver or release of any rights of the County under this Franchise Agreement, whether arising before or after the effective date of the transfer; and
- (4) The transferee posts all required bonds, letters of credit and the like in its own name prior to the effective date of the transfer.

(d) Other Changes in Ownership.

Franchisee shall notify the County of any substantial changes in ownership in Franchisee or in any entity which directly or indirectly controls Franchisee as soon as practicable prior to the proposed effective date of the change. This provision shall not

apply to publicly traded stock transactions of which the Securities and Exchange Commission does not require notice.

(e) Approval Not Required in Certain Circumstances.

Notwithstanding anything contained in this Agreement to the contrary, Franchisee shall have the right to transfer this Agreement to an entity of substantially equivalent financial capacity and strength of Franchisee. The Franchisee shall provide notice of such a transfer to King County but shall not be required to obtain County approval or permission prior to such a transfer.

(f) County Inquiries.

King County may inquire of the Franchisee whether it has leased one-half or more of its fibers to any single entity for a period of at least three (3) years. If so, the Franchisee shall identify the user to King County.

5. **Community Benefits.**

(a) In exchange for use of the County Rights-of-way for the construction, operation, and maintenance of Franchisee's Network, the following Community Benefits shall be provided by the Franchisee:

(1) King County shall have the indefeasible right to use the King County Network, as described and defined in Appendix 3 to this document, in perpetuity, subject to the Franchisee's right to use the underlying rights-of-way that are needed to provide the King County Network; provided that the Franchisee shall continue to provide these rights to King County so long as the Franchisee owns and/or

is operating a fiber-based telecommunications network between the points comprising the King County Network. An indefeasible right to use ("IRU") the King County Network shall mean an exclusive, indefeasible right of use to serve the County's telecommunications needs, provided that, the IRU granted herein does not provide the County with any ownership interest in or other rights to, physical access to, control of, modification of, encumbrance in any manner of, or other use of the King County Network except as expressly set forth herein. The segments and termination points of the King County Network referenced herein are defined in Appendix 3.

(2) The Franchisee shall provide and install conduit from the RJC Terminus to the existing conduit at the RJC and shall provide and install twelve (12) fibers, as specified in Appendix 3, from the RJC Terminus to room A0160 of the RJC utilizing the new and existing conduit.

(3) The Franchisee shall provide and install fiber termination equipment (pigtailed) for the twelve (12) fibers terminating at Room A0160 of the RJC.

(4) The Franchisee shall provide the County space for equipment to connect to the twelve (12) fibers of the King County Network at the Westin Building subject to the Franchisee and the County agreeing to the terms and conditions of a Collocate Agreement.

(b) The County shall have the right to access the twelve (12) fibers of the King County Network at the Westin Building, in the space defined in the Collocate Agreement. King County shall have the right to access the King County Network at the Airport Way Terminus, the Renton Terminus, and the Pierce County Terminus.

Except in emergencies, the County shall provide thirty (30) days notice to the Franchisee upon the terms and conditions specified by the Franchisee prior to accessing its network. The County may request direct access to the King County Network at locations other than those specified herein, and the Franchisee will use its best efforts to provide access to the King County Network at these locations.

(c) The County shall have free and unlimited use of the King County Network to serve the County's communications needs, including connection to FiberNet (the fiber optic network deployed by King County to serve schools, libraries, county facilities and fire stations). The County agrees that it will not use the King County Network to provide for profit, public, commercial services to private businesses if those services directly compete with the Franchisee's business in the same area. A service directly competes if it is the same service, including quality and type, offered at substantially the same or lower price. The parties understand that the County intends to offer video, voice, and data services to government or non profit organizations, and may charge for those services, and agree that this is not in contradiction to this provision or the Franchise. The parties also understand that King County may enter into partnerships or other associations with private, for-profit enterprises which involve the use of the King County Network to provide County services, experimental services, or market testing, and agree that such arrangements are not in contradiction to this provision so long as the purpose of such use is to provide County services or communications needs. The County is prohibited from

using the King County Network in any manner that causes injury to or interferes with the operation of the Franchisee's Network.

(d) The County shall administer the use of and allocate responsibility for the operation of the King County Network. The County may manage the use of the King County Network or designate one or more corporation, school, school district or any other qualified entity to manage or share the responsibility for managing the use of the King County Network. Any entity responsible for management of the use of the King County Network may establish and enforce (i) the allocation of fibers to particular services and (ii) rules for use of the allocated fibers, so long as those rules are consistent with this Franchise Agreement and applicable law.

(e) The Franchisee shall not take any action which causes material degradation to information transmitted over the King County Network and the County shall not take any action which causes material degradation to information transmitted over the Franchisee's Network, except in emergencies.

(f) The County agrees to pay the Franchisee fifty thousand dollars (\$50,000) for the King County Network within thirty (30) days of receipt of an invoice from the Franchisee. The Franchisee will submit the invoice for the King County Network to the County after testing and acceptance of the King County Network by the County.

6. **Testing.**

Following the installation of the King County Network, but prior to Notice of Completion (as defined below), the Franchisee shall perform performance tests on the King County Network similar to the tests performed on the Franchisee's Network, and

provide the County with a written report showing the results of performance tests conducted by the Franchisee on the King County Network. The Franchisee shall provide notice to King County at least seven (7) days prior to performing any tests of any segment of the King County Network and shall invite the County to have a representative present at such tests.

7. Completion.

The King County Network and other facilities provided by the Franchisee pursuant to Section 5(a) hereof, shall be completed and the Franchisee shall provide notice of completion (the "Notice of Completion") no later than August 1, 1997 (the "Completion Date"). The Franchisee may request written permission from the County to the extend the Completion Date. The County has no obligation to extend the Completion Date.

The County retains discretion, acting through the Cable Office, to waive, extend or grant a substitute construction schedule upon the request and showing by Franchisee that the waiver, extension, or substitution will result in improved network design or performance. If the County exercises its discretion under this Section, the Franchisee shall not be liable for any damages specified in the Franchise Agreement to the extent of such action by the County, unless agreed to by the Franchisee.

8. Acceptance.

The County will give the Franchisee written notice of acceptance within thirty (30) days of receipt of the Notice of Completion. If the Network is not acceptable, the County will notify the Franchisee of any discrepancies within this thirty (30) day time period from receipt of notice from the Franchisee that the County Network is complete.

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The Franchisee will cure any discrepancies in a timely manner and re-notify the County upon completion.

Upon acceptance by the County of the King County Network, the Community Benefits provided by the Franchisee pursuant to Section 5(a) hereof that are not part of the King County Network, shall become King County property and the Franchisee shall release all ownership, control, and use of these facilities to King County. Those portions of the community benefits described in Section 5A(2) and 5A(3) above are not intended to be part of the King County Network and the Franchisee shall have no obligation to perform repairs, maintenance, or other services with respect to these facilities.

9. **Maintenance of the King County Network.**

The Franchisee agrees to provide maintenance and repair services to the County according to the terms of the Maintenance Agreement, attached hereto as Exhibit 2, for the term of the Franchise.

10. **Notices.**

All notices to Franchisee shall be mailed to:

WorldCom Network Services, Inc.
P.O. Box 21348
Tulsa, Oklahoma 74121
Attn: Vice President Fiber Operations

until Franchisee changes that address by notifying the Cable Office. All notices to King County shall be mailed to:

King County

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Office of Cable Communications
700 Fifth Avenue, 23rd Floor
Seattle, WA 98104
Attn: Manager

until King County changes that address by notifying the Franchisee.

A notice may be mailed by depositing it in the U.S. Mail, first class postage prepaid, or by providing the notice by overnight delivery service or certified mail. Mailed notice shall be considered effective upon receipt. Posted construction-related notices will be effective upon posting.

11. **Insurance Requirements.**

(a) General Requirement.

During the entire term of this Franchise Agreement, Franchisee must have adequate insurance against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the holding of the Franchise by the Franchisee, its agents, representatives, contractors, subcontractors and employees. As of the effective date of the Franchise, the Franchisee must have insurance coverage in place in the amounts and the form specified in subsections (b) - (e) of this paragraph; it shall maintain at least that coverage throughout the Franchise term.

(b) Scope of Insurance.

Franchisee must keep insurance in effect in accordance with the minimum insurance scope the County Risk Manager may set from time to time after consulting with the Cable Office. The initial minimum insurance coverage shall be at least as broad as:

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- (1) Insurance Services Office form number CG-00-01 (Ed. 11-88)

covering commercial general liability;

- (2) Insurance Services Office form number CA-00-01 (Ed. 12-90),

covering automobile liability symbol (1), "any auto"; and

- (3) Industrial insurance as required by applicable federal, state, and

local laws, and stop gap or employer's liability insurance.

- (c) Initial Insurance Limits.

Franchisee must keep insurance in effect in accordance with the minimum insurance limits the County Risk Manager may set from time to time. The Franchisee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

(3) Stop Gap or Employer's Liability: \$1,000,000.

- (d) Deductibles and Self-insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the County Risk Manager, which approval shall not be unreasonably withheld. The deductible and/or self-insured retentions of the policies shall not in any way limit or apply to the Franchisee's liability to the County and shall be the sole responsibility of the Franchisee.

(e) Endorsements.

(1) General liability and automobile liability policies shall contain, or shall be endorsed to contain, the following provisions:

(i) King County is to be covered as and have the rights of additional insureds with respect to liability arising out of activities performed by or on behalf of Franchisee under this Agreement or applicable law, or in the operation and ownership of the Franchisee's Network;

(ii) To the extent of Franchisee's negligence, the Franchisee's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County, shall be in excess of the Franchisee's insurance and shall not contribute with it;

(iii) Franchisee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed to contain, the following provision:

The coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, nor shall the intention not to renew be stated by the insurance company, until after forty-five (45) calendar days prior written notice, return receipt requested, has been given to King County's Office of Cable Communications and Office of Risk Management.

(f) Acceptability of Insurers.

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The insurance obtained by Franchisee shall be placed with insurers with a Best's rating-of no less than A:VIII, or if not rated by Best's, with surpluses equivalent to Best's surplus size VIII.

(g) Verification of Coverage.

The Franchisee shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the county and are to be received and approved by the County prior to the commencement of activities associated with the Franchise. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise Agreement.

12. **Indemnification.**

(a) Scope of Indemnity.

The Franchisee agrees, at its sole cost and expense, to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Franchisee agrees for itself, its successors and its assigns to defend, indemnify, and hold harmless King County, against any and all claims, including but not limited to third party claims, demands, suits, causes of action, proceedings, and judgments for damages or equitable relief which is caused by, arises out of, or is incidental to the Franchisee's exercise of rights or privileges granted by this Franchise Agreement, including but not limited to construction, repair, maintenance or operation of Franchisee's Network, regardless of whether the act or omission complained of is

authorized, allowed, or prohibited by this Franchise Agreement. The Franchisee's obligations under this section shall include:

- (1) Indemnification for such claims, whether or not they arise from the Franchisee's sole negligence or the concurrent negligence of the parties;
- (2) The duty to promptly accept tender of defense and provide defense to the County;
- (3) Indemnification of claims made by the Franchisee's own employees or agents; and
- (4) Waiver of the Franchisee's immunity under the industrial insurance provisions of Title 51 RCW, as respects the County only, which waiver has been mutually negotiated by the parties.

Without limiting in any way the Franchisee's obligation to indemnify the County, this indemnity provision applies to, but is not limited to, expenses for reasonable legal fees and for disbursements and liabilities incurred by the County as a result of, arises out of, or is incidental to the exercise of the rights and privileges granted by this Franchise Agreement as follows:

- (1) Arising out of any claim for injury to persons or property;
- (2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, for the violation or infringement of any copyright, trademark, trade name, service mark, or patent, for a failure by the Franchisee to secure consents from the owners or authorized distributors of programs or information delivered by the Franchisee's network, or for any violation of any other right of any person, excluding claims arising out of or relating to programs or information transmitted by the County; and
- (3) Arising out of Franchisee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Franchisee

with respect to any aspect of its business to which applicable law and/or this Agreement apply.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Franchisee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of the Franchisee's negligence. Franchisee agrees to defend, indemnify, and hold harmless the County for claims by Franchisee's employees and agrees to waive its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

(b) Duty to Give Notice and Tender Defense.

The County shall give the Franchisee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the duty to defend, settle or compromise any claims arising hereunder and the County shall cooperate fully therein. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this indemnification/hold harmless provision, all such fees, expenses, and costs shall be recoverable from the Franchisee.

(c) Exception to Duty to Tender Defense.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Franchisee and the County.

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(d) Additional Indemnification.

The County may require Franchisee to execute specific and additional indemnifications in connection with issuing any permits related to performance under this agreement.

13. **Security Funds.**

(a) Road Restoration Bond.

(1) Within thirty (30) calendar days of the effective date of the Franchise and prior to commencing any construction or upgrade, Franchisee shall provide a restoration bond in the amount set by the County Road Engineer. As construction is completed, the amount of the bond may be reduced and/or released by the County. The bond required by this Section shall be governed by the requirements of K.C.C. Section 14.44.080.

(2) The County may require an additional restoration bond, pursuant to K.C.C. Section 14.44.080, to be posted by Franchisee prior to any construction, reconstruction, maintenance or repair or other work in the County's Rights-of-way occurring subsequent to the completion of the initial construction or upgrade of the Franchisee's Network, in a reasonable amount and upon such terms as-determined by the County Road Engineer.

(b) Performance Security.

Within thirty (30) days of the date of this Agreement, the Franchisee shall establish and provide to the County a security fund to secure the performance of the Franchisee under this Agreement. The security fund shall be in the amount of Thirty

Thousand Dollars (\$30,000) which is the maximum amount of liquidated damages provided for herein, and may be in the form of a bond or an irrevocable letter of credit. Once the Franchisee has provided the Notice of Completion specified in Section 5 of this Agreement, and the County has accepted the same, the County shall release this Security Fund to the Franchisee.

The County may draw on the Performance Security only under the terms outlined in the liquidated damages provisions of this Agreement for failure to provide the King County Network and only if the Franchisee fails to pay to the County any liquidated damages to which it is entitled under the terms of this Agreement.

(c) Civil Penalties.

Within thirty (30) days of the date of this Agreement, the Franchisee shall establish and provide to the County a security fund to secure the payment of any civil penalties assessed against the Franchisee under applicable laws, this Franchise, permits, or orders of King County. The civil penalty fund shall be in the amount of Twenty-Five Thousand Dollars (\$25,000), and may be in the form of a bond or an irrevocable letter of credit. The civil penalty and the performance security may be combined in one security fund.

The County may draw on the civil penalty security only after assessing civil penalties under the provisions of applicable laws and ordinances and only if the Franchisee fails to pay to the County any civil penalties to which it is entitled under the terms of this Agreement and applicable laws, within thirty (30) days of the date other penalty is assessed, or the final resolution of all appeals taken therefrom.

Within thirty (30) days after the County gives the Franchisee written notice that an amount has been withdrawn from the civil penalty fund, the Franchisee must restore the civil penalty fund to the original amount.

(d) Use of Security Funds.

The County shall notify the Franchisee of the amount and date of any withdrawal from the Performance Security. Franchisee's recourse, in the event Franchisee believes any withdrawal of security funds is improper, shall be through legal action after the security has been drawn upon. If the County's action or withdrawal is found to be improper by any court or agency of competent jurisdiction, Franchisee shall be entitled to a refund of the funds plus actual interest collected by King County and/or other specific performance which such court or agency shall order.

If the Franchise terminates for any reason, the balance of the security funds that remains following termination of the Franchise and satisfaction of all of the Franchisee's obligations which are secured by the security funds, shall be returned to the Franchisee.

(e) Letter of Credit.

Any letter of credit used to satisfy any portion of the Security Fund required herein, must:

- (i) Be issued by a bank licensed to do and doing business in the State of Washington;
- (ii) Be irrevocable;
- (iii) Provide for automatic renewal of the letter unless the bank has given the Cable Office written notice by certified mail at least thirty (30) days prior to the expiration of the letter;

(iv) Provide that the County may draw against the letter for any reason at any time prior to the expiration of the letter; and

14. **Liquidated Damages.**

(a) Amounts.

Because the Franchisee's failure to comply with provisions of this Franchise Agreement will result in injury to the County, and because it may be difficult to estimate the extent of such injury, the County and the Franchisee agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specified injury.

(1) For failure to comply with non-discrimination, affirmative action and M/WBE provisions damages and penalties shall be assessed under the provisions of K.C.C. Chapters 4.18, 12.16, and 12.18.

(2) For failure to satisfactorily complete construction of the King County Network and other facilities to be provided as Community Benefits pursuant to Section 5(a) hereof by August 1, 1997, or such later date as agreed between the parties pursuant to Section 5(h) hereof, liquidated damages shall be as follows:

(i) Two thousand dollars (\$2,000) per month for each month until the King County Network is completed or December 31, 1997, whichever is earlier.

(ii) If the Franchisee has notified the County on or before August 1, 1997 that it does not intend to complete the King County Network or the

Franchisee's Network and is terminating the Franchise, thirty thousand dollars (\$30,000).

(iii) If the Franchisee has not completed the King County Network by December 31, 1997 but has not terminated the Franchise on or before August 1, 1997, the Franchisee shall use its best efforts to provide King County with replacement fiber capacity and/or comparable service at the Franchisee's cost. If the Franchisee is unable to obtain replacement fiber capacity and/or comparable service, the Franchisee shall reimburse the County for the cost of the services that would have been provided by the King County Network during the term of the Franchise.

The collection of liquidated damages by the County shall in no respect affect the Franchisee's obligation to comply with the provisions of this Franchise Agreement or applicable law.

15. **Relationship of Remedies.**

(a) Remedies are Non-exclusive.

The remedies provided for in this Franchise Agreement and the Franchise Ordinance are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the County at law or equity, provided however, cumulative remedies may not exceed the total wrong involved.

(b) No Election of Remedies.

The withdrawal of amounts from the Road Restoration or Civil Penalties funds, or the recovery of amounts under the insurance or indemnity provisions of this Franchise Agreement, shall not be construed as an election of remedies, a limit on the

liability of the Franchisee under the Franchise for damages or otherwise, or to excuse faithful performance by the Franchisee.

(c) Collection of Liquidated Damages.

For those events for which liquidated damages are provided under the terms of this Franchise Agreement, the liquidated damages provided for herein shall be the exclusive remedy available to King County.

16. **Non-discrimination.**

(a) No Discrimination.

(1) The Franchisee must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of service or employment, including K.C.C. Chapters 12.16 and 12.18, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.

(2) The Franchisee is specifically prohibited from discriminating among persons or taking any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the Franchisee require a person to waive such rights as a condition of taking service.

(3) The Franchisee is specifically prohibited from denying access or levying different rates and charges on any group of potential residential subscribers, if any, because of the income of the residents of a local area in which such group resides.

(b) Minority/Women's Business Procurement Program.

The Franchisee must comply with the intent and purpose of K.C.C. Section 4.18, as it may be amended from time to time, by establishing an M/WBE procurement program for the operation and maintenance of the Franchisee's Network within King County, to be approved by King County. The Franchisee's shall submit the details of its procurement program in writing to the Cable Office within 30 days of signing this agreement.

17. **Network Facilities, Equipment and Services.**

(a) The Franchisee intends to construct a telecommunications network under the terms of this Franchise Agreement. The Franchisee agrees to give King County notice on or before August 1, 1997 if it is not going to build the King County Network. In such an event, the liquidated damages provision of Section 14 shall apply.

(b) Franchisee's Network shall use equipment generally used in high quality, reliable, modern networks of similar design.

(c) If the County wishes to use transmission capacity on the Franchisee's Network beyond its rights to use under this Agreement, the charges for such use shall be freely negotiated on terms and conditions equal to or more favorable to the County than those offered to any other major user by the Franchisee.

(d) Following the commencement of construction of the King County Network until the King County Network is completed, the Franchisee shall provide detailed written reports to the County on the Franchisee's progress in constructing the

King County Network every six months and shall meet with the County to discuss such progress if the County so requests.

(e) Franchisee agrees to notify the County at least one hundred twenty (120) days in advance of the installation of any capacity not contemplated by the initial design of Franchisee's Network, unless otherwise agreed by the County, so that the County may negotiate to have the Franchisee install and allocate additional capacity for the County at the County's expense, which shall be the marginal cost of the fiber and installation.

18. **Conditions on Use of Rights-of-Way: Specific Practices.**

The construction, operation and repair of the Franchisee's Network must be performed in compliance with this Agreement and all applicable laws regarding use of the Rights-of-way. The Franchisee's obligations and the County's rights include, but are not limited to, the following:

(a) Use of Public and Private Property: Generally.

(1) The Franchisee's Network shall be constructed, operated and repaired so as to cause minimum interference with the rights and reasonable convenience of property owners (including the County) and users of the Rights-of way and other public property. The County may from time to time issue reasonable rules, regulations and permit requirements concerning the construction, operation and repair of the Franchisee's Network as appropriate to ensure compliance with this Section. Applications for work permits shall be presented to the County's Property Services Division which may require copies of plans, blueprints, cross sections, or further

detailing of work to be done. Any work done, whether by Franchisee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the County rights-of-way. All work shall be done to the reasonable satisfaction of the County's Director of Transportation.

(2) All equipment, lines, and appurtenances which are used in the operation, maintenance, repair or construction of the Franchisee's network, except for those pieces specifically noted in this Franchise, and which are located within the County's Rights-of-way shall be considered to be part of Franchisee's Network and shall be the Franchisee's responsibility. All permits for the operation, maintenance, repair or construction of said network shall be applied for and given in the name of the Franchisee, who shall be responsible for all work done under the permit regardless of whether the work is done by the Franchisee, its employees or contractors, or by third parties. The County may impose permit conditions that are more stringent than the provision of this Franchise and the permit conditions shall govern.

(3) Franchisee shall obtain all required permits, including those required by Section 14 of the King County Code, or easements before commencing any construction, reconstruction, repair, maintenance, or other work or property use. When it becomes necessary for the Franchisee to work on County Rights-of-way to make an emergency repair, such as to repair a broken line accidentally cut or washed out in a storm, the Franchisee may proceed immediately with the repair and notify the utility inspection unit and the property services division by telephone as soon as possible, but in no event later than one working day after the work is begun. An event

will be considered an emergency only if it could not reasonably be anticipated and reasonable steps taken to make an emergency repair unnecessary.

(4) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and may be subject to the supervision, inspection, approval and direction of the County Engineer. The Franchisee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law and permits during construction, operation and repair of Franchisee's Network. By way of illustration and not limitation, the Franchisee must comply with the then current edition of the County Road Standards, the Manual of Uniform Traffic Control Devices, the National Electric Code published by the National Fire Protection Association (currently ANSI/NFPA 70-1990); the National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. (currently ANSI C2-1990); and Occupational Safety and Health Administration (OSHA) Safety and Health Standards. All traffic control shall be done in compliance with the then current edition of Manual on Uniform Traffic Control Devices, Part VI.

(5) Inspection fees shall be charged and billed monthly in accordance with administrative procedures developed by the County's Department of Transportation.

(6) The right to construct, operate, maintain, and repair Franchisee's network as granted by this Franchise Agreement, does not preclude King County, its employees, agents, or contractors from blasting, grading, or doing other road work contiguous to the Franchisee's Network. Except in the case of an emergency, the

Franchisee will be given ten (10) business days written notice of any blasting in the immediate area so that it can protect its Network. If the Franchisee notifies the County within ten (10) business days that the facilities will need to be relocated to protect them from blasting, the County will defer blasting for up to ninety (90) days from the date of the original notice. In no event will the Franchisee be given less than two days written notice of any blasting.

(7) It shall be the responsibility of the Franchisee working in County Rights-of-way to restore all survey markers and monuments disturbed during such work in accordance with RCW 58.09.130, as hereinafter amended.

(b) Use of Poles and Conduits.

(1) Where electrical and other telephone utility wiring is installed underground at the time of construction of the Franchisee's Network, or when such wiring is subsequently placed underground, Franchisee's Network and equipment shall also be placed underground on a nondiscriminatory basis with other wire line services at no additional expense to the County. Related network equipment must be placed in accordance with King County Code requirements and underground utility rules as interpreted by the County Road Engineer. In areas where both electric and telephone utility wiring is aerial, the Franchisee may install its equipment aerially.

(2) The Franchisee shall utilize existing poles and conduit wherever possible.

(3) This Franchise does not grant, give, or convey to the Franchisee the right or privilege to install its facilities in any manner on specific utility poles or

equipment of the County or any other person without their permission. Copies of agreements for use of poles, conduits, or other utility facilities must be provided upon request of the Cable Office.

(4) In any case where the Franchisee is or has been authorized to erect a pole, the Franchisee shall extend the right to use its poles upon reasonable terms and conditions to other persons having a franchise or permit to maintain lines and facilities upon the same road or Rights-of-way. The County shall have the right to install and maintain free of charge a sheath containing coaxial or fiber optic cable on the poles owned by the Franchisee to the extent that the cables do not unreasonably interfere with the Franchisee's Network.

(c) Repair and Restoration of Property.

(1) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner.

(2) If public or private property is disturbed or damaged, the Franchisee shall restore the property to its former condition including necessary paving, patching, grading and other necessary repair or restoration, normal wear and tear excepted. Rights-of-way shall be restored to their former condition, normal wear and tear excepted, in a manner and within a time-approved by the County Road Engineer. If restoration of Rights-of-way is not satisfactorily performed within a reasonable time, the County Road Engineer may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at

the Franchisee's expense and recover the cost of those repairs from the Franchisee.

Within thirty (30) days of receipt of an itemized list of such repair costs, including the costs of labor, materials and equipment, the Franchisee shall pay the County.

Consistent with Section 11(a), if suit is brought upon Franchisee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then the Franchisee shall pay all of the County's actual costs resulting from the non-payment, including interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. If judgment in such a suit is entered in favor of the Franchisee, then the County shall pay all of the Franchisee's actual costs, including attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

(3) Prior to entering onto private property over which the County has utility easements, Franchisee shall give the person residing on or using the property adequate notice that it intends to work on the property, a description of the work it intends to perform and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents, and users.

(d) Movement of Franchisee's Network.

(1) For and By County. The County may remove, replace, modify or disconnect Franchisee's facilities and equipment located in the public Rights-of-way or on any other County property in the case of fire, disaster, or other emergency, or

when a County project or activity makes the removal, replacement, modification, or disconnection necessary or less expensive for the County. The County shall provide reasonable notice to Franchisee prior to taking such action and shall, when feasible, provide Franchisee with the opportunity to perform such action. Following notice by the County, Franchisee shall remove, replace, modify or disconnect any of its facilities or equipment within any public Rights-of-way, or on any other County property, except that the County shall provide at least one hundred eighty (180) days written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Franchisee's facilities or equipment. If the Franchisee fails to complete this work within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, the Franchisee shall pay the County. Notwithstanding the provisions of Section 2(o), the County, its officials, officers employees and agents shall not be liable to the Franchisee for any damage caused as a result of action taken under this Section.

(2) For Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation, or repair of the facilities or equipment of another franchise holder, Franchisee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity. The parties shall determine how costs associated with the removal, relaying or relocation shall be allocated.

(3) For Other Permittees. At the request of any person holding a valid oversize load or similar permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes, including standby time, must be paid by the permit holder, and Franchisee may require a reasonable deposit of the estimated payment in advance.

(e) Tree Trimming and Excavation.

The Franchisee shall have the authority to trim trees that overhang a public Rights-of-way of the County so as to prevent the branches of such trees from coming in contact with Franchisee's Network and/or to provide safe working conditions, in accordance with applicable County Codes and regulations. Such work shall be done by qualified individuals. At the option of the County, such trimming to the extent reasonable to satisfy these purposes may be done at Franchisee's expense by the County or under its direct supervision. Trees shall not be removed unless approved by King County.

(f) Decisions of County Road Engineer.

Whenever the decision, requirement or approval is by this Agreement to be a determination of the County Road Engineer, that determination shall be conclusive upon the parties hereto, except in that instance where the determination is arbitrary, made in bad faith or to defraud the parties hereto.

(g) Road Vacations.

If, at any time, the County vacates any County rights-of-way covered by this limited Franchise, the County shall not be held liable for any damages or loss to the Franchisee by reason of such vacation.

19. Remedies.

(a) Rights of County.

In addition to exercising any of the other remedies provided in this Agreement, or the remedies specified under applicable law, the County may revoke the Franchise and void the Franchise Agreement if:

(1) Franchisee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise Agreement or in the process of being granted the rights, authority, power, privileges and permission herein;

(2) Franchisee attempts deliberately to evade any material provision of this Franchise Agreement or applicable law;

(3) Franchisee fails to correct any material breach of this Agreement or applicable law after notice and, if curable, an opportunity to cure;

(4) Franchisee repeatedly violates this Agreement or applicable laws regardless of whether any single provision violated is deemed immaterial; or

(5) Franchisee abandons its Franchise.

(b) Rights of Franchisee.

Notwithstanding any provision of applicable law to the contrary that could be read to limit the Franchisee's rights, before the County revokes the Franchise, it shall:

- (1) Provide notice to the Franchisee of the violation;
- (2) Permit the Franchisee to request an opportunity to be heard on the issue; and
- (3) If the Franchisee timely requests an opportunity to be heard, allow the Franchisee to appear and present information relevant to determining whether the violation occurred, and the appropriate remedy for the violation, if any.

(c) Procedures Prior to Revocation

- (1) Notice of Violation. County shall provide Franchisee with a detailed written notice of any franchise violation upon which it proposes to take revocation action, and a ninety (90) day period within which Franchisee may demonstrate that a violation does not exist or cure the alleged violation if curable.
- (2) Default. If Franchisee fails to disprove or cure the violation within ninety (90) days, then the County Executive may declare the Franchisee in default, which declaration must be in writing.
- (3) Hearing Available to Franchisee. Within fifteen (15) days after receipt of a written declaration of default from the County, Franchisee may request, in writing, a hearing before the King County Hearing Examiner pursuant to KCC 6.27A.040(D). Such hearing shall be held within forty-five (45) days of the receipt of

the request therefor, unless the parties agree otherwise, and a decision rendered within thirty (30) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.

(d) Duty to Exhaust Remedies.

In the event of any dispute between the Franchisee and the County arising out of this Franchise Agreement or applicable law, the Franchisee agrees to pursue and exhaust all administrative remedies pursuant to law prior to pursuing any legal or equitable remedy.

(e) Effect of Revocation or Forfeiture.

The revocation of the Franchisee's rights under the Franchise shall not affect any of the County's rights under the Franchise or applicable law, except as expressly set forth herein. These rights include but are not limited to the right to require road restoration, indemnification, and community benefits.

20. **Abandonment.**

(a) Effect of Abandonment.

If the Franchisee abandons its network or the Franchise is revoked during the Franchise term, the Franchise shall terminate and the Franchisee shall have the right to remove the fiber at its sole option within one year. The County may require that the fiber be removed if necessary to protect the public health, safety and welfare. If such removal is required and the Franchisee fails to remove the fiber within a reasonable time, the County may remove the fiber and bill the Franchisee for the cost of removal. After that time, the County shall have exclusive control of the fiber.

(b) What Constitutes Abandonment.

The Franchise shall be considered abandoned if the Franchisee expresses an intent to abandon or fails to seek renewal of this Franchise.

21. Renewal.

It is understood that the Franchisee may seek renewal of this Franchise Agreement. If the Franchisee chooses to seek renewal of its Franchise, it shall file a renewal application not less than ninety (90) days prior to the expiration of the initial term. If the County grants a renewal of the Franchise, the County may charge the Franchisee a fee or require other compensation from the Franchisee if the charge is on a competitively neutral and nondiscriminatory basis.

22. Miscellaneous Provisions.

(a) Governing Law.

This Franchise Agreement shall be governed in all respects by the laws of the State of Washington. All actions brought by the Franchisee against the County whether brought in state or federal court, shall be brought in a court located in King County, Washington, unless prohibited by law.

(b) Force Majeure.

The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, floods, earthquakes, fire, lightning or other circumstances beyond the Franchisee's reasonable

anticipation and control, and the Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health or safety of the Franchisee's employees or the integrity of its property, the health or safety of the public, or the integrity of public Rights-of-way, public property, or private property; and only if the Franchisee has notified the County in writing of the reason for the inability within three (3) business days of the Franchisee's discovery of the reason.

(c) Calculation of Time.

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, the franchisee is directed to file action within ten (10) calendar days, the action must be completed no later than midnight January 11.

(d) Time of Essence; Maintenance of Records of Essence.

In determining whether the Franchisee has substantially complied with its Franchise, the parties agree that time is of the essence to this Agreement. As a result, the Franchisee's failure to complete construction, extend service, seek approval of transfers, or provide information in a timely manner may constitute material breaches.

The maintenance of records and provision of reports in accordance with the Franchise is also of the essence to this Agreement.

(e) Captions.

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect, in any way, the meaning and interpretation of any provisions of this Agreement.

(f) Merger.

This Franchise Agreement and the Maintenance Agreement constitute the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

(g) Stricken Language.

In the interpretation of this Franchise Agreement, sections which were stricken in their entirety from previous drafts, shall not be used as evidence of an intent by the parties to limit the County's regulatory or police powers, as they exist now or in the future.

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(h) Confidentiality.

Franchisee may mark documents it has submitted to the County as "proprietary." The County will notify Franchisee if any third party seeks release of any document so marked and the County will withhold release for the maximum period permitted by law to provide Franchisee the opportunity to seek court protection against release of the requested documents.

AGREED TO THIS ____ DAY OF _____, 1996.

WorldCom Network Services, Inc.

**King County,
Washington**

By: _____

By: _____

Its: _____

Its: _____

Approved as to Form: Deputy Prosecuting Attorney

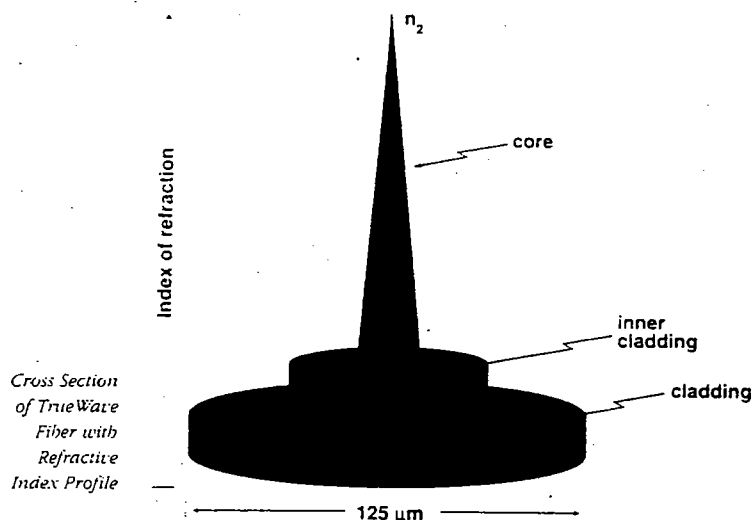
Specifications for the King County Network

The King County Network shall consist of the following:

- A. Six (6) separate fibers as specified in Exhibit I from:
 - 1. The Franchisee's offices at 2001 Sixth Avenue in Seattle, Washington ("the Westin Building") as close as possible to a point to be designated by the County near the King County Regional Airport (commonly known as Boeing Field) on the east right-of-way line of Airport Way ("Airport Way terminus"), to be known as the "Airport Way Segment";
 - 2. The Airport Way terminus to the east right-of-way line of the Union Pacific Railroad adjacent to the King County Regional Justice Center located at 401 Fourth Avenue West in Kent, Washington ("RJC terminus"), to be known as the "RJC Segment";
 - 3. The RJC terminus to a manhole located near the King/Pierce County line on the Union Pacific Railroad right of way ("Pierce County terminus"), to be known as the "Pierce County Segment";
- B. Six (6) separate fibers as specified in Exhibit II from the Westin Building to a manhole located near the intersection of the Burlington Northern Railroad right of way and Washington State Highway 169 near Renton, Washington ("Renton terminus"), to be known as the "Renton Segment"; and
- C. Fiber termination equipment (pigtailed) for the twelve (12) fibers terminating at the Franchisee's offices in the Westin Building.

**TrueWave™ Single Mode Optical Fiber
Improved Transmission Capacity**

Award-winning Technology For The 21st Century



Network Systems' award-winning TrueWave™ single mode optical fiber meets the needs of today's and tomorrow's high-performance optical networks. This patented fiber is the first fiber specifically designed for use in Dense Wavelength Division Multiplexing (DWDM) systems using optical amplification. In these systems, eight or more wavelengths within the Erbium Doped Fiber Amplifier (EDFA) band are combined and transmitted over one single mode fiber.

With TrueWave fiber, you can be assured that your system will be future proof—it is the fiber of choice for use with the next generation of transmission products being developed by Network Systems and other equipment manufacturers.

Increase Your Current System Capacity And Flexibility

TrueWave fiber is also suitable for amplified and unamplified single-channel systems at 1550 nm. Since it is fully compatible with current fiber types, it can be integrated into your existing system.

In the future, with TrueWave fiber and DWDM technology, you can increase capacity with additional electronics and add many channels per fiber in the 1550 nm region.

Because channels can be added or dropped at multiple locations, you can also increase the flexibility of your system design. Additionally, TrueWave fibers are available in a variety of cable designs, including central tube, loose tube, or ribbon cable.

Reduce Signal Interference With TrueWave Fiber

Although dispersion-shifted fibers have been used for amplified 1550 nm systems, their ability to support DWDM in the EDFA wavelength band is severely limited by nonlinear fiber effects, such as four-wave mixing. TrueWave fiber overcomes this problem by providing a small, non-zero amount of chromatic dispersion throughout the EDFA band. This dispersion prevents phase matching between the various signal wavelengths, virtually eliminating the four-wave mixing interference effects. The dispersion value is still small enough to allow 10 Gb/s data rates at each of multiple wavelengths.

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Choose TrueWave Fiber For Long-term Reliability

TrueWave optical fiber features D-LUX[®] Coating for excellent environmental performance and long-term reliability. This dual coating, which has a nominal outside diameter of 245 μm , is applied over the cladding to protect the fiber. Each fiber is proof tested to at least 100 kpsi to ensure that it will survive installation loads and associated long-term stresses, even under extreme environmental conditions. The D-LUX coating can be mechanically stripped to facilitate splicing. The excellent geometrical characteristics of the fiber allow low-loss splicing, using standard techniques and equipment.

Cutting Edge Technology Wins Top Awards

Network Systems received three awards in 1995 from trade publications for its patented TrueWave Single Mode Optical Fiber. Three separate panels of technical experts selected TrueWave fiber from many nominees for the following awards:

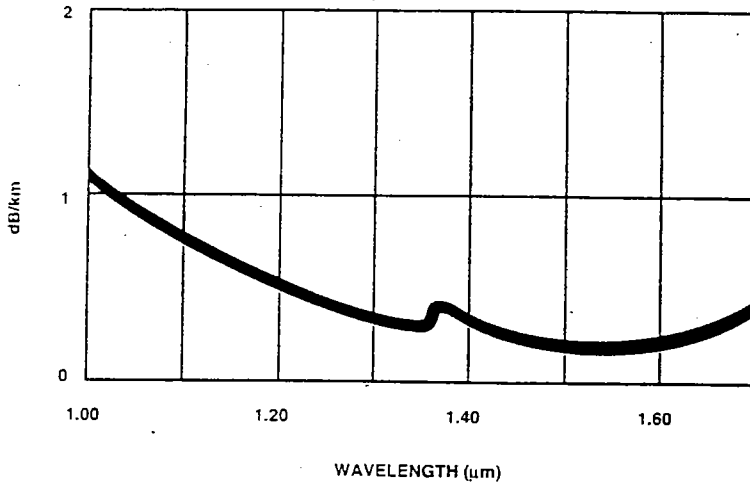
- "Commercial Technology Achievement Award for Fiber Optics" from *Laser Focus World*.
- "Circle of Excellence Award" from *Photonics Spectra Magazine*.
- "R & D 100 Award" in telecommunications technology from *R & D Magazine*.

Stay In The Vanguard With Network Systems

TrueWave Single Mode Optical Fiber, the first non-zero dispersion fiber on the market, remains in the vanguard and has received unprecedented awards for excellence in commercial technology and technological significance. Designed for the 21st-century network, TrueWave optical fiber provides optimal design and performance for DWDM amplified systems.

Why invest in obsolescence? TrueWave fiber can offer you unparalleled growth potential—now and for years to come. Choose TrueWave Single Mode Optical Fiber from Network Systems. You'll know you've seen the future.

TrueWave fiber uses a triangular refractive index profile in the core, surrounded by two synthetic silica cladding layers having different refractive indices, to achieve low attenuation and non-zero dispersion in the EDFA operating region. Manufactured using a patented fiber drawing process, TrueWave fiber also has excellent Polarization Mode Dispersion (PMD) performance.



SPECIFICATIONS

| | |
|---|--|
| Attenuation (Customer specifies maximum value within range) | 0.22 ± 0.25 dB/km at 1550 nm |
| Dispersion in non-zero region | $0.8 \leq D \leq 4.6$ ps/nm-km |
| Polarization Mode Dispersion Coefficient | ≤ 0.5 ps $\sqrt{\text{km}}$ at 1550 nm (in AT&T cable)* |
| Mode Field Diameter | 8.4 ± 0.6 μm |
| Cladding Diameter | 125 ± 1.0 μm |
| Core/Cladding Concentricity Error | ≤ 0.8 μm |
| Fiber Cutoff Wavelength (λ_c) | ≤ 1450 nm |
| Cabled Cutoff Wavelength (λ_{cc}) | ≤ 1200 nm |
| Coating Diameter (uncolored) | 245 ± 10 μm |
| Proof Test Levels | 100 kpsi minimum (or as specified) |

* Check with your cable manufacturer for specific PMD limits in cable form.

TRANSMISSION CHARACTERISTICS

Attenuation

The maximum attenuation (loss) in dB/km may be specified within the range indicated in the table below:

Wavelength (nm): 1550

Maximum Attenuation (dB/km) 0.22 - 0.25

Attenuation vs. Wavelength

The maximum attenuation in the wavelength region from 1525 nm to 1575 nm is no more than 0.05 dB/km greater than the attenuation at 1550 nm.

(See illustration on page 2.)

Attenuation at Water Peak

The attenuation at the OH-absorption peak (1383 ± 3 nm) is less than or equal to 1.0 dB/km.

Macrobending Attenuation

The maximum attenuation with bending does not exceed the specified values with the following deployment conditions:

| Deployment Condition | Wavelength | Induced Attenuation |
|------------------------------------|------------|---------------------|
| 1 turn, 32 mm (1.2 inch) diameter | 1550 nm | ≤ 0.5 dB |
| 100 turns, 75 mm (3 inch) diameter | 1550 nm | ≤ 0.05 dB |

Point Discontinuities

There are no attenuation discontinuities greater than 0.1 dB at 1550 nm.

Chromatic Dispersion

Non-zero dispersion region: 1540 to 1560 nm

Dispersion (D) at any wavelength in the range 1540 to 1560 nm satisfies the following relation:
 $0.8 \leq D \leq 4.6 \text{ ps/nm-km}^2$

Mode Field Diameter

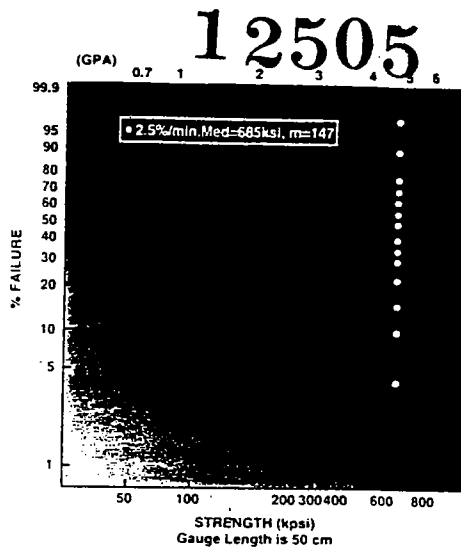
at 1550 nm $8.4 \pm 0.6 \mu\text{m}$

Cutoff Wavelength

Fiber Cutoff Wavelength (Lc) ≤ 1450 nm

Cable Cutoff Wavelength (Lcc) ≤ 1260 nm

* Fibers with negative dispersion of this magnitude, or with alternative non-zero dispersion regions, are available on special request.



GEOMETRICAL CHARACTERISTICS

Glass Geometry

Cladding Diameter 125 ± 10 μm

Core/Clad Concentricity Error < 0.8 μm

Cladding Non-circularity ≤ 10%

Coating Geometry

Coating Diameter (uncolored) 245 ± 10 μm

Coating Cladding Concentricity Error < 12 μm

Length

Lengths cut to specific customer request are available.

Standard spool lengths are: 4, 6, 12, 19.2 and 25 km

OTHER PERFORMANCE CHARACTERISTICS

(Values stated are typical values)

The nominal attenuation at 1310 nm is 0.4 dB/km

Index of refraction difference between core and cladding

(See illustration on page 1.) 0.75%

Typical Core Diameter 9.0 μm

Effective Group Index of Refraction

1310 nm 0.4 dB/km 1.4758

1550 nm 1.4752

Rayleigh Backscattering Coefficient (for 1 μs pulse width):

1310 nm -40.2 dB

1550 nm -49.8 dB

Dynamic Fatigue Parameter (Nd) > 20

Static Fatigue Parameter (Na) > 20

Weight Per Unit Length 0.7 grams/km

MECHANICAL CHARACTERISTICS

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| | | |
|--|--|----------------------|
| Proof Test Level | 100 kpsi (0.7 GPa)* | |
| Dynamic Tensile Strength | The median tensile strength of unaged samples with a gauge length of 0.5 meters is: (See illustration on page 3.) | |
| | ≥ 550 kpsi (38 GPa) | |
| Coating Strip Force | The force to strip the dual coating mechanically is | |
| | ≥ 1.3 (0.3 lbf.) and < 8.9 N (2.0 lbf.) | |
| Coating Appearance | The dual coating layers are free of voids or entrapped bubbles. | |
| Pullout Force (Adhesion of Coating to Glass Surface) | The pullout force is: | |
| | > 6.2 N (1.4 lbf.) and < 22.2 N (4.9 lbf.) | |
| Fiber Curl | ≥ 2m | |
| Fiber Shipping Spool Mechanical Specifications | A ¹ | B ² |
| Flange Diameter | 9.25 in. (23.50 cm.) | 9.25 in. (23.50 cm.) |
| Barrel Diameter | 6.00 in. (15.24 cm.) | 6.00 in. (15.24 cm.) |
| Traverse Width | 3.39 in. (8.61 cm.) | 4.70 in. (11.94 cm.) |
| Weight | 1.22 lbs. (0.46 kg.) | 1.36 lbs. (0.51 kg.) |

- * Higher proof test levels are available upon request.
Spool A is used for shipped lengths of fiber < 15 km.
Spool B is used for shipped lengths of fiber ≥ 15 km.

ENVIRONMENTAL CHARACTERISTICS

| | |
|---|------------------|
| Operating Temperature Range | -60° C to +85° C |
| Temperature Dependence of Attenuation | |
| Induced Attenuation, -60° C to +85° C at 1550 nm: | ≤ 0.05 dB km |
| Temperature - Humidity Cycling | |
| Induced Attenuation, -10° C to +85° C and 95% relative humidity at 1550 nm: | ≤ 0.05 dB km |
| Water Immersion, 23° C | |
| Induced Attenuation due to Water Immersion at 23 ± 2° C at 1550 nm: | ≤ 0.05 dB km |
| Accelerated Aging (Temperature), 85° C | |
| Induced Attenuation due to Temperature Aging at 85 ± 2° C at 1560 nm: | ≤ 0.05 dB km |
| Retention of Coating Color | |
| D-LUX coated fiber shows no discernible change in color when aged for: | |
| • 50 days at 95° C and 95% relative humidity | |
| • 20 days in dry heat, 125° C | |

TEST METHODS

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The following industry-accepted test methods are used to characterize fibers described herein.

| Fiber Parameter | EIA/TIA Test Method | IEC Test Method |
|-----------------------------------|---------------------------------------|-----------------------------------|
| Attenuation | EIA TIA-455-78 | IEC 793-1-C1A IEC 793-1-C1C |
| Point Discontinuity | EIA TIA-455-59 | IEC 793-1-C1C |
| Macrobending Attenuation | EIA/TIA-455-62 | IEC 793-1-C11 |
| Fiber Cutoff Wavelength | EIA TIA-455-80 | IEC 793-1-C7A |
| Cable Cutoff Wavelength | EIA/TIA-455-170 | IEC 793-1-C7B |
| Chromatic Dispersion | EIA TIA-455-175 | IEC 793-1-C5C |
| Mode Field Diameter | EIA/TIA-455-164 or EIA TIA-455-167 | IEC 793-1-C9A or IEC 793-1-C9B |
| Cladding Diameter | EIA/TIA-455-176 | IEC 793-1-A2 |
| Cladding Non-circularity | EIA TIA-455-176 | IEC 793-1-A2 |
| Core/Cladding Concentricity Error | EIA/TIA-455-176 | IEC 793-1-A2 |
| Coating Geometry | EIA TIA-455-173 | IEC 793-1-A3 |
| Coating Strip Force | EIA/TIA-455-178 | See footnote * |
| Proof Test | EIA TIA-455-31 | IEC 793-1-B1 |
| Fiber Curl | EIA/TIA-455-111 | See footnote * |
| Length | EIA TIA-455-60 | IEC 793-1-C1C |
| Operating Temperature Range | EIA/TIA-455-89 | See footnote * |
| Temperature Cycling | EIA TIA-455-3 | IEC 793-1-D1 |
| Temperature/Humidity Cycling | EIA/TIA-455-72 & -73 | See footnote * |
| Fluid Immersion | EIA TIA-455-74 & 075 | See footnote * |
| High Temperature Aging | EIA/TIA-455-67 & -70 | See footnote * |
| Dynamic Fatigue | EIA TIA-455-76 | See footnote * |
| Static Fatigue | EIA/TIA-455-97 | See footnote * |

* There is currently no equivalent IEC test procedure for this parameter.

ORDERING INFORMATION

| | |
|------------------------|--|
| Fiber Type | TrueWave Single Mode Fiber |
| Coating | D-LLX Coating Series |
| Color Options | Distinctive color inks applied to the fiber coating: |
| | 1. Blue 7. Red |
| | 2. Orange 8. Black |
| | 3. Green 9. Yellow |
| | 4. Brown 10. Violet |
| | 5. Slate 11. Rose |
| | 6. White 12. Aqua |
| Attenuation | 1550 nm maximum dB/km |
| Length | meters |
| Proof Test Level | kpsi |
| Number/Color of Spools | = spools |

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For Assistance

Network Systems is happy to answer any of your questions regarding fiber optics, in general, or TrueWave optical fiber, specifically. Assistance is just a phone call away.

To order TrueWave optical fiber or to request additional information, call your Network Systems sales representative or optical fiber sales representative at (770) 416-1700.

If you have technical questions about fiber optics, call Network Systems Technical Information at 1-800-544-0223, ext. 3500. For assistance with fiber optics products, call 1-800-544-0228, ext. 5013.

D-LUX[®] is a registered trademark of AT&T
TrueWave[™] is a trademark of AT&T

The specifications stated herein apply to Network Systems optical fiber in its uncabled form. Although many of these requirements apply to cabled fiber, some characteristics may change as a result of the cabling process. No warranty is expressed or implied by these specifications, and this document may be superseded by other specific agreements with users of this product.

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Network Systems
Marketing
#094FS-Issue 2 LLC 12-95

 **AT&T Network Systems**

Matched Cladding Single Mode Fiber

Description

The design of this single mode fiber incorporates a germanium doped core and a silica cladding. A dual protective coating, D-LUX[®], is applied over the cladding. The advantages of this coating are that it cushions the fiber against microbending losses, provides abrasion resistance, greatly enhances aging and reliability characteristics, offers excellent hydrolytic stability, and preserves the mechanical strength of the glass.

Each fiber is proof tested so that it will survive installation loads and associated long-term residual stresses, even under extreme environmental conditions. Finally, each fiber is measured for optical and dimensional properties for compliance to specifications.

Use/Application

Fiber optic systems requiring low loss and high bandwidth. For example: long haul, trunking, loop feeder, distribution, and cable TV.

Features

- Low intrinsic loss for transmission capability at 1310 and/or 1550 nm.
- Excellent geometrical properties for excellent splice loss control.
- 9.3 μm Mode Field Diameter fully compatible with other commercial fiber designs
- D-LUX[®] dual protective coating for excellent environmental performance.
- Excellent polarization mode dispersion (PMD) performance.

Product Description

AT&T Matched Cladding Single Mode optical fiber consists of a germanium doped core and silica cladding. The fiber is a matched cladding design with a nominal 9.3 μm mode field diameter and 125 μm cladding diameter. The dispersion characteristics of the fiber are optimized for operation in the 1310 nm region, and the fiber is specified for operation in both 1310 nm and 1550 nm wavelength operating windows.

All AT&T fibers feature the D-LUX[®] series UV-cured acrylate dual coating system. The D-LUX[®] coating system consists of an inner, low modulus primary coating which is applied directly to the fiber cladding surface and an outer high modulus secondary coating. The coatings are mechanically strippable and have a nominal outside diameter of 245 μm .

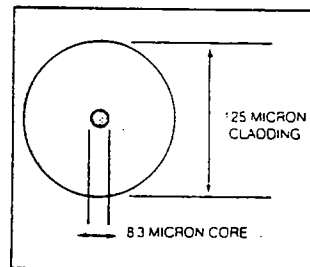
The D-LUX[®] coating system provides unparalleled performance in a wide range of environments. The advantages of this coating are that it cushions the fiber against microbending losses, provides abrasion and cut-through resistance, greatly enhances aging and reliability characteristics through superior hydrolytic stability, and preserves the mechanical strength of the glass.

AT&T matched cladding fibers are suitable for use in a variety of cable designs, including central tube, loose tube, slotted core and ribbon cable designs. Applications include fiber optic systems requiring low loss and high bandwidth, such as long haul, trunking, loop feeder distribution and cable television.

Specifications

| | |
|---|---|
| Attenuation (Customer specifies maximum value within range): | 0.35 - 0.40 dB/km at 1310 nm 0.21 - 0.30 dB/km at 1550 nm |
| Zero Dispersion Wavelength | 1300 nm $\leq \lambda_0 \leq$ 1322 nm |
| Dispersion Slope | ≤ 0.092 ps/nm ² -km |
| 1550 nm Dispersion | < 18 ps/(nm ² -km) |
| Polarization Mode Dispersion Coefficient | ≤ 0.5 ps/ $\sqrt{\text{km}}$ at 1310 nm (in AT&T cable)* |
| Mode Field Diameter | 9.3 \pm 0.5 μm at 1310 nm |
| Cladding Diameter | 125 \pm 1.0 μm |
| Core/Cladding Concentricity Error | ≤ 0.8 μm |
| Fiber Cutoff Wavelength (λ_c) | 1150 - 1350 nm |
| Cabled Cutoff Wavelength (λ_w) | ≤ 1260 nm |
| Coating Diameter (uncolored) | 245 \pm 10 μm |
| Proof Test Levels | 100 kpsi minimum (or as specified) |

*Check with your cable manufacturer for specific PMD limits in cable form.



Cross section of 8.3 μm single mode fiber

Matched Cladding Single Mode Fiber

Transmission Characteristics

Attenuation:

The maximum attenuation (loss) in dB/km may be specified within the ranges indicated in the table below:

| Wavelength (nm) | Maximum Attenuation (dB/km) |
|-----------------|-----------------------------|
| 1310 | 0.35 - 0.40 |
| 1550 | 0.21 - 0.30 |

Attenuation vs. Wavelength:

The maximum attenuation in the wavelength region from 1285 nm to 1330 nm is no more than 0.10 dB/km greater than the attenuation at 1310 nm.

The maximum attenuation in the wavelength region from 1525 nm to 1575 nm is no more than 0.05 dB/km greater than the attenuation at 1550 nm.

Attenuation at Water Peak:

The attenuation at the OH-absorption peak (1383 ± 3 nm) is less than or equal to 2.0 dB/km.

Macrobending Attenuation:

The maximum attenuation with bending does not exceed the specified values with the following deployment conditions:

| Deployment Condition | Wavelength | Induced Attenuation |
|------------------------------------|------------|---------------------|
| 1 turn, 32 mm (1.2 inch) diameter | 1550 nm | ≤ 0.5 dB |
| 100 turns, 75 mm (3 inch) diameter | 1310 nm | ≤ 0.05 dB |
| | 1550 nm | ≤ 0.10 dB |

Point Discontinuities:

There are no attenuation discontinuities greater than 0.1 dB at 1310 nm or 1550 nm.

Chromatic Dispersion:

| | |
|---|----------------|
| Zero dispersion wavelength (λ_0): | 1300 - 1322 nm |
|---|----------------|

| | |
|---|------------------------------|
| The maximum dispersion slope (S_D) at λ_0 : | 0.092 ps/nm ² -km |
|---|------------------------------|

Dispersion at any wavelength (λ) in the range 1200 - 1600 nm may be calculated using the following equation:

$$Dispersion = D(\lambda) = S_D \frac{\lambda}{4} \left[1 - \frac{\lambda_0^4}{\lambda^4} \right] \text{ ps/(nm-km)}$$

Mode Field Diameter:

| | |
|-------------|------------------------------|
| at 1310 nm: | 9.3 ± 0.5 μm |
| at 1550 nm: | 10.5 ± 1.0 μm |

Cutoff Wavelength:

| | |
|---|----------------|
| Fiber Cutoff Wavelength (λ_c): | 1150 - 1350 nm |
| Cable Cutoff Wavelength (λ_{ca}): | ≤ 1260 nm |

Geometrical Characteristics

| | |
|---|--------------------------------|
| Glass Geometry: | |
| Cladding Diameter: | 125 ± 1.0 μm |
| Core/Clad Concentricity Error: | ≤ 0.8 μm |
| Cladding Noncircularity: | ≤ 1% |
| Coating Geometry: | |
| Coating Diameter (uncoated): | 245 ± 10 μm |
| Coating/Cladding Concentricity Error: | < 12 μm |
| Length: | |
| Standard spool lengths are: | 4.4, 6.4, 12.6, 19.2 and 25 km |
| Lengths cut to specific customer request are also available | |

Other Performance Characterizations

| | |
|---|------------------------------|
| (Values stated are typical values) | |
| The nominal zero dispersion wavelength (λ_0) is: | 1312 nm |
| The nominal dispersion slope at λ_c : | 0.088 ps/nm ² -km |
| Index of refraction difference between core and cladding: | 0.33% |
| Typical Core Diameter: | 8.3 μm |
| Effective Group Index of Refraction: | |
| 1310 nm | 1.466 |
| 1550 nm | 1.467 |
| Rayleigh Backscattering Coefficient: (for 1 μs pulse width) | |
| 1310 nm | -49.6 dB |
| 1550 nm | -52.1 dB |
| Numerical Aperture: | 0.12 |
| Dynamic Fatigue Parameter (n_2) | > 20 |
| Static Fatigue Parameter (n_1) | > 20 |
| Weight Per Unit Length: | 64 grams/km |

Mechanical Characteristics

| | |
|--|--------------------|
| Proof Test: | 100 kpsi (0.7 GPa) |
| Higher proof test levels are available upon request. | |
| Coating (Performance Characterization): | |
| Coating Strip Force: | |
| The force to mechanically strip the dual coating is ≥ 1.3 (0.3 lbf.) and < 8.9 N (2.0 lbf.). | |
| Coating Appearance: | |
| The dual coating layers are free of voids or entrapped bubbles. | |
| Pullout Force (Adhesion of Coating to Glass Surface): | |
| The pullout force is > 6.2 N (1.4 lbf.) and < 22.2 N (4.9 lbf.). | |
| Fiber Curl: | |
| The fiber curl is ≥ 2m. | |

Mechanical Characteristics (continued)

Fiber Shipping Spool Mechanical Specifications:

| | A | B |
|------------------|----------------------|----------------------|
| Flange Diameter: | 9.25 in. (23.50 cm.) | 9.25 in. (23.50 cm.) |
| Barrel Diameter: | 6.00 in. (15.24 cm.) | 6.00 in. (15.24 cm.) |
| Traverse Width: | 3.39 in. (8.61 cm.) | 4.70 in. (11.94 cm.) |
| Weight: | 1.22 lbs. (0.46 kg.) | 1.36 lbs. (0.51 kg.) |

Note: Spool A is used for shipped lengths of fiber < 15 km
 Spool B is used for shipped lengths of fiber ≥ 15 km

Environmental Characteristics

Operating Temperature Range: -60°C to +85°C

Temperature Dependence of Attenuation:

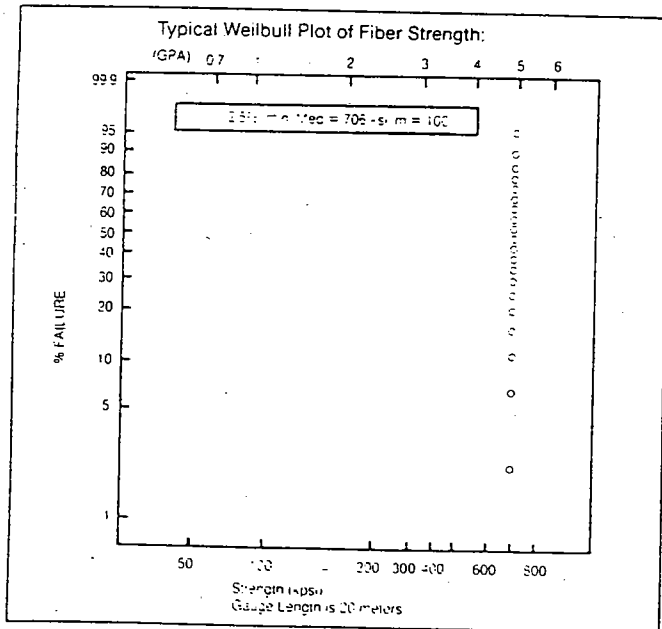
Induced Attenuation, -60°C to -85°C at 1310 and 1550 nm: ≤ 0.05 dB/km

Temperature - Humidity Cycling:

Induced Attenuation, -10°C to -85°C and 95% relative humidity at 1310 and 1550 nm: ≤ 0.05 dB/km

Water Immersion, 23°C:

Induced Attenuation due to Water Immersion at 23 ± 2°C at 1310 and 1550 nm: ≤ 0.05 dB/km



Environmental Characteristics (continued)

Accelerated Aging (Temperature), 85° C:

Induced Attenuation due to Temperature

Aging at $85 \pm 2^\circ\text{C}$ at 1310 and

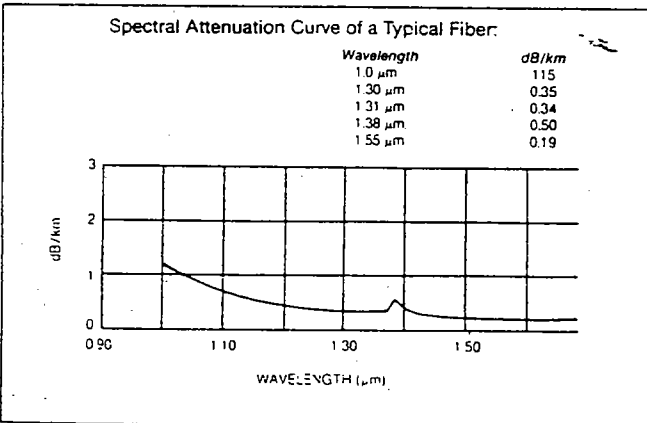
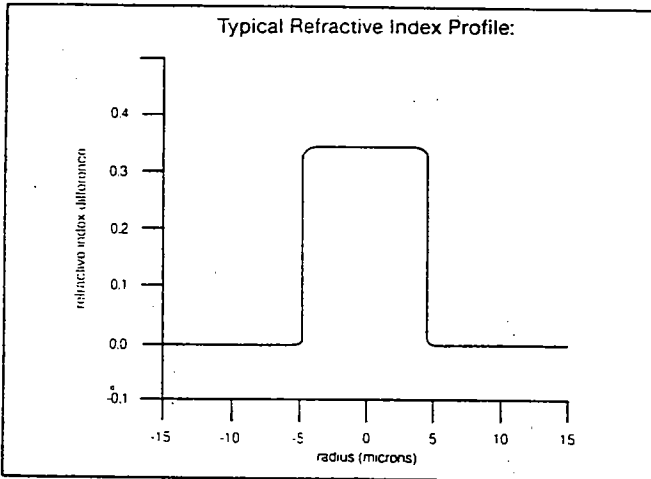
1550 nm: ≤ 0.05 db/km

Retention of Coating Color:

D-LUX® coated fiber shows no discernable change in color when aged.

- for 30 days at 95° C and 95% relative humidity.

- for 20 days in dry heat, 125° C.



Matched Cladding Single Mode Fiber

Test Methods

The following industry-accepted test methods are used to characterize fibers described herein.

| Fiber Parameter | EIA/TIA Test Method | IEC Test Method |
|--------------------------------------|---------------------------------------|-----------------------------------|
| Attenuation | EIA/TIA-455-78 | IEC 793-1-C1A, IEC 793-1-C1C |
| Point Discontinuity | EIA/TIA-455-59 | IEC 793-1-C1C |
| Macrobending Attenuation | EIA/TIA-455-62 | IEC 793-1-C11 |
| Fiber Cutoff Wavelength | EIA/TIA-455-80 | IEC 793-1-C7A |
| Cable Cutoff Wavelength | EIA/TIA-455-170 | IEC 793-1-C7B |
| Chromatic Dispersion | EIA/TIA-455-175 | IEC 793-1-C5C |
| Mode Field Diameter | EIA/TIA-455-164 or EIA/TIA-455-167 | IEC 793-1-C9A or IEC 793-1-C9B |
| Cladding Diameter | EIA/TIA-455-176 | IEC 793-1-A2 |
| Cladding Non-circularity | EIA/TIA-455-176 | IEC 793-1-A2 |
| Core/Cladding Concentricity Error | EIA/TIA-455-176 | IEC 793-1-A2 |
| Coating Geometry | EIA/TIA-455-173 | IEC 793-1-A2 |
| Coating Strip Force | EIA/TIA-455-178 | see note 1 |
| Proof Test | EIA/TIA-455-31 | IEC 793-1-B1 |
| Fiber Curl | EIA/TIA-455-111 | see note 1 |
| Length | EIA/TIA-455-60 | IEC 793-1-C1C |
| Operating Temperature Range | EIA/TIA-455-69 | see note 1 |
| Temperature Cycling | EIA/TIA-455-3 | IEC 793-1-D1 |
| Temperature/Humidity Cycling | EIA/TIA-455-72 & -73 | see note 1 |
| Fluid Immersion | EIA/TIA-455-74 & -75 | see note 1 |
| High Temperature Aging | EIA/TIA-455-67 & -70 | see note 1 |
| Dynamic Fatigue | EIA/TIA-455-76 | see note 1 |
| Static Fatigue | EIA/TIA-455-97 | see note 1 |

Note 1: There is currently no equivalent IEC test procedure for this parameter.

Ordering Information

| | |
|-------------------------|--|
| Fiber Type: | AT&T matched cladding single mode fiber |
| Coating: | D-LUX® Coating Series |
| Attenuation: | 1310 nm maximum dB/km 1550 nm maximum dB/km |
| Length: | meters |
| Proof Test Level: | kpsi |
| Number/Color of Spools: | # spools |

Ordering Information

To order AT&T optical fiber, please contact your AT&T sales representative, or the AT&T optical fiber sales representative at (404) 446-4700. For technical questions on optical fiber, please call our AT&T Technical Information Number 1-800-344-0223 ext. 3500.

AT&T fiber is available natural (un-colored) or with distinctive color inks applied to the fiber coating.

The following colors are available:

- | | |
|-----------|------------|
| 1. Blue | 7. Red |
| 2. Orange | 8. Black |
| 3. Green | 9. Yellow |
| 4. Brown | 10. Violet |
| 5. Slate | 11. Rose |
| 6. White | 12. Aqua |

Fibers are also available with a 900 μ m PVC buffer.

For more information, please contact your AT&T sales representative.

For Fiber Optics Products assistance, please call 1-800-344-0228, ext. 3043.

The specifications stated herein apply to AT&T optical fiber in its uncabled form. Although many of these requirements apply to cabled fiber, some characteristics may change as a result of the cabling process.

No warranty is expressed or implied by these specifications, and this document may be superseded by other specific agreements with users of this product.

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AT&T Network Systems
Marketing
4553FS-KAC-3/94



Appendix 4**ACCEPTANCE OF LONG DISTANCE
TELECOMMUNICATIONS FRANCHISE**

WorldCom Network Services, Inc. ("Franchisee") hereby accepts the franchise to use certain road rights-of-way of King County to construct, operate, maintain and repair a Long Distance Telecommunications Network to provide Long Distance Telephone Service offered by Ordinance No. _____ of King County, Washington, County Council ("Council"). By this acceptance, Franchisee agrees that, as set forth in the Franchise and Franchise Agreement, it shall be bound by the terms and conditions of the County Code of King County, and any amendments thereto.

By accepting the franchise, the Franchisee further: (1) acknowledges and accepts the County's legal right to issue and enforce the franchise; (2) agrees that it will not oppose the County intervening in any proceeding materially affecting King County's rights or interests related to the Long Distance Telephone Network; (3) accepts and agrees to comply with each and every provision of the Franchise Agreement; (4) agrees that the Franchise and Franchise Agreement shall not be effective until and unless all conditions subsequent are satisfied; and (5) agrees that the franchise and

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the processes and procedures used to grant the franchise are consistent with applicable law, and that it will not raise any claim to the contrary.

The Franchisee declares that it has carefully read all of the applicable terms and conditions of the King County Code and this Franchise Agreement, and accepts and agrees to abide by same.

Upon the Franchise becoming effective, the Franchisee shall be immediately bound to construct and operate a Long Distance Telephone Network under the terms, conditions and limitations set forth in the Franchise Agreement and the County Code.

AGREED TO THIS ____ DAY OF _____, 1996.

WorldCom Network Services, Inc.

By: _____ Its: _____

STATE OF WASHINGTON:

I HEREBY CERTIFY, that on this ____ day of _____, 1996, before me, the subscriber, a Notary Public of the State of Washington, in and for King County, Washington, aforesaid personally appeared _____ of _____

_____ and acknowledged the foregoing Acceptance of a Long Distance Telecommunications Network Franchise in King County, Washington, to be the act and deed of said company.

King County, Washington

AS WITNESS my hand and Notary Seal

Notary Public

My Commission Expires: _____

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APPENDIX 5

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 1996, by and between King County, Washington and WORLDCOM NETWORK SERVICES, INC., a Delaware corporation ("WORLDCOM").

RECITALS

A. King County and WORLDCOM are party to a Franchise Agreement dated _____, 1996, providing, among other things, a grant by WORLDCOM to King County of an indefeasible right of use ("IRU") in certain fibers in the franchisee's system (the "King County Network").

B. The County and WORLDCOM have agreed in the Franchise Agreement to enter into this Agreement to provide for the maintenance of the King County Network.

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

GENERAL

1.1 WORLDCOM shall provide Scheduled and Unscheduled Maintenance, as defined in Section 1.2 herein, on the King County Network on the terms and conditions set forth herein.

1.2 (a) Routine maintenance and repair of the King County Network shall be performed by or under the direction of WORLDCOM, at WORLDCOM's reasonable direction. Scheduled maintenance shall include the following activities:

(i) Patrol of the King County Network route on a regularly scheduled basis;

(ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;

(iii) Sign postings along the King County Network as the case may be, right-of-way with the number of the local "Call-Before-You-Dig" organization and the 800 number for WORLDCOM's "Call-Before-You-Dig" program;

(iv) Assignment of fiber maintenance technicians to locations along the route of the King County Network; and

(v) Monitoring the status of the fiber including through use of a power meter and an OTDR.

(b) Maintenance and repair of the King County Network, which is not Scheduled Maintenance ("Unscheduled Maintenance"), shall be performed by or under the direction of WORLDCOM. King County agrees that WORLDCOM shall be in control of any restoration scene involving the King County Network. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to an alarm identification by WORLDCOM's NCC (as defined in Section 1.4 below), notification by King County or notification by any third party of any failure, interruption or impairment in the operation of the King County Network, or any event imminently likely to cause the failure, interruption or impairment in the operation of the King County Network.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service affecting situation to prevent any failure, interruption or impairment in the operation of the King County Network. King County shall immediately report the need for Unscheduled Maintenance to King County Network in accordance with procedures promulgated by WORLDCOM from time to time. WORLDCOM will log the time of King County's report, verify the problem, and will dispatch personnel as early as possible to take corrective action.

1.3 It is understood that WORLDCOM's maintenance and repair duties under this Agreement shall not include maintenance of electronics owned by King County, nor do maintenance and repair duties include replacement of equipment, materials or facilities owned by King County. The maintenance of electronics owned by King County and the cost of replacement of equipment, materials and facilities owned by King County shall be borne by King County.

1.4 WORLDCOM shall operate and maintain a Network Control Center ("NCC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. WORLDCOM's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. WORLDCOM will use reasonable efforts to have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time WORLDCOM becomes aware of an event requiring Emergency Unscheduled Maintenance. WORLDCOM shall maintain a toll-free telephone number to contact personnel at the NCC. WORLDCOM's NCC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the King County Network or Conduit, as the case may be, (i) through the NCC's remote surveillance equipment, (ii) through the King County's remote

surveillance equipment and upon notification by King County to WORLDCOM, or (iii) upon notification by a third party.

1.5 The Franchisee shall provide an Operations Escalation List, as updated from time to time, which King County shall utilize to report and seek immediate initial redress of exceptions noted in the performance of WORLDCOM in meeting maintenance service objectives.

1.6 In performing its services hereunder, WORLDCOM shall take workmanlike care to prevent impairment to signal continuity and performance of the King County Network. The precautions to be taken by WORLDCOM shall include notification to King County. In addition, WORLDCOM shall reasonably cooperate with King County in sharing information and analyzing the disturbances regarding the King County Network. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the King County, then King County shall, at WORLDCOM's reasonable request, make such personnel of King County available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with WORLDCOM in performing such maintenance as required of WORLDCOM hereunder.

1.7 WORLDCOM shall use its best effort to notify King County ten (10) days prior to the date of any Scheduled Maintenance. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, WORLDCOM shall notify King County at WORLDCOM's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

ARTICLE II.

FACILITIES

2.1 WORLDCOM shall maintain the King County Network in a manner which will permit normal operation of the equipment associated with the King County Network.

2.2 WORLDCOM shall perform appropriate Scheduled Maintenance in accordance with WORLDCOM's then current preventative maintenance procedures, which shall not substantially deviate from industry practice.

2.3 King County will perform all maintenance on King County equipment.

2.4 In no event shall King County attempt to open manholes, conduit, pipe, or other facilities in which the King County Network is encased, without WORLDCOM's written permission.

ARTICLE III.

CABLE / FIBERS

3.1 Subject to the provisions of Section 3.2 hereof, WORLDCOM shall maintain the King County Network in good and operable condition and shall repair the King County Network in a workmanlike manner pursuant to Section 3.4 hereof. The repair standards, including timelines and quality, for the King County Network shall be at least as high as those standards utilized by WORLDCOM for the maintenance and repair of other portions of its communications systems.

3.2 WORLDCOM shall have qualified representatives on site any time WORLDCOM has knowledge that another person or entity is crossing the King County Network, as the case may be, or digging within five (5) feet of the King County Network.

3.3 WORLDCOM maintenance employees shall be responsible for correcting or repairing cable discontinuity or damage, including but not limited to, Emergency Maintenance of the King County Network. WORLDCOM shall use reasonable efforts to repair cable traffic-affecting discontinuity within four (4) hours after the WORLDCOM maintenance employee's arrival at the problem site. WORLDCOM shall maintain sufficient capability to teleconference with King County during an Emergency Unscheduled Maintenance in order to provide continuous communication. Within twenty-four (24) hours after completion of an Emergency Unscheduled Maintenance, WORLDCOM shall commence its planning for permanent repair, shall notify King County of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually-agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP) weekend.

3.4 WORLDCOM's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the appropriate equipment to be able to quickly put the cut cable back together using a temporary splice. The objective is to get the cut cable back in an operating condition in as little time as possible. WORLDCOM shall also maintain an inventory of spare cable in storage facilities supplied and maintained by WORLDCOM at strategic locations to facilitate timely restoration.

ARTICLE IV.

PLANNED SERVICE WORK PERIOD (PSWP)

4.1 Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work such as fiber rolls and hot cuts will be scheduled for PSWP weekends. A calendar showing approved PSWP weekends will be agreed upon in the last quarter of every year for the year to come.

The intent is to avoid jeopardy work on the first and last weekends of the month and high-traffic holidays.

ARTICLE V.

RESTORATION

5.1 WORLD.COM shall use its best efforts to respond to any interruption of service or a failure of the fibers to perform (in any event, an "Outage") as quickly as possible in accordance with the procedures set forth herein.

5.2 When restoring the King County Network, the parties agree to work together to restore all traffic as quickly as possible. WORLD.COM, immediately upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts.

5.3 Emergency restoration splicing has its goal to get service up as quickly as possible. This requires the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

5.4 Subject to the provisions of the Franchise Agreement, in the event all or any part of the King County Network shall require replacement as a result of the negligent acts or omissions of a party (without contribution to such negligence by the other party) or intentional misconduct of either party, its agents or subcontractors, such replacement shall be made by WORLD.COM at the earliest possible time, at the sole cost of the party hereto which is responsible, directly or by delegation, for such negligence or intentional misconduct.

ARTICLE VI.

SUBCONTRACTING

6.1 WORLD.COM may subcontract for maintenance and restoration services hereunder. Notwithstanding any other provisions of this Agreement, WORLD.COM shall require the subcontractor(s) to meet maintenance and repair standards for the King County Network, which shall be at least as high as those standards utilized by WORLD.COM for the maintenance and repair of other portions of its communication systems. The use of any such subcontractor shall not relieve WORLD.COM of any of its obligations hereunder.

ARTICLE VII.

FEES AND COSTS

7.1 Scheduled Maintenance Fees. Subsequent to the acceptance of the King County Network, King County shall pay to WORLDCOM for performing Scheduled Maintenance an annual fee of \$11,635. All fees shall be paid by King County within thirty (30) days of receipt of invoice therefor. Fees hereunder may be adjusted annually, at WORLDCOM's sole discretion, beginning with the first anniversary date, for increases in the United States Bureau of Labor Statistics, CPI-U All Service Index (adjusted), as originally published. Said adjustment shall be hereinafter referred to as "CPI-U Adjustment." Each fee, as adjusted by the CPI-U Adjustment, shall be equal to the product of the fee specified herein multiplied by the fraction (i) whose numerator is the CPI-U All Services for March of the previous calendar year for which the adjustment to the fee is being made, and (ii) whose denominator is the CPI-U All Services for March of the preceding year. The adjusted fee shall remain in effect until the next annual fee is due, when a new adjusted fee fixed pursuant to this provision shall become effective. In no event shall the amount of the fee as adjusted pursuant to this provision be less than the amount of fee in effect for the immediately-preceding year. In the event that the Bureau of Labor Statistics (or any successor organization) changes the current base of the CPI-U form 1982-84 = 100, the calculation of a fee under this provision shall be adjusted to ensure that WORLDCOM receives the same amount as it would have had, had the base not been changed. In the event the Bureau of Labor Statistics or any successor organization no longer publishes the CPI-U, both parties will mutually agree to a statistical index it deems most appropriate for calculation of adjustments to the fee and, from the date the CPI-U ceased to be published, such index shall be used to make adjustments in the fee under this provision.

7.2 Unscheduled Maintenance Fees. There shall be no unscheduled maintenance fees except on the Renton Segment and on the Pierce County Segment as those terms are defined in Exhibit 3 of the Franchise Agreement. For other parts of the King County Network, if the aggregate amount of the costs of Unscheduled Maintenance required as a result of any single event or multiple, closely-related events is less than Five Thousand Dollars (\$5,000), such costs shall be borne by WORLDCOM. For any other Unscheduled Maintenance on the Renton Segment or the Pierce County Segment, as those terms are defined in Exhibit 1 to the Franchise Agreement, the costs thereof shall be allocated according to the IRU rights in the conduit, cable and/or fibers affected thereby as follows: (i) costs of Unscheduled Maintenance to or affecting a conduit which houses multiple innerduct conduits, not including such costs attributable to the repair or replacement of fiber therein, shall be borne proportionately by the IRU rights held in each of the affected innerduct conduits based on the ratio that such affected conduit bears to the total number of affected innerduct conduits; and (ii) costs of Unscheduled Maintenance attributable to the repair or replacement of fiber, including the acquisition, installation, inspection, testing, and splicing thereof, shall be borne proportionately by the IRU rights held in the affected fiber, based on the ratio that the number of affected fibers subject to the interest each IRU right held bears to the total number of affected fibers. All such costs which are allocated to King County pursuant to the foregoing provisions shall be the responsibility of and paid by King County within thirty (30) days after its receipt from WORLDCOM of an invoice therefor.

7.3 Costs. "Costs" means the actual, direct costs paid or payable in accordance with the established accounting procedures generally used by WORLDCOM or as the case may be, and which it utilizes in billing third parties for reimbursable projects, which costs shall include, without limitations, the following: (i) labor costs, including wages and salaries, and benefits and overhead allocable to such labor costs (one hundred and thirty percent (130%) of labor costs including wages, salaries, and benefits), and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

ARTICLE VIII.

INDEMNIFICATION

8.1 Subject to the provisions of Article IX, King County hereby releases and agrees to indemnify, defend, protect and hold harmless WORLDCOM, its employees, officers, directors, agents, shareholders and affiliates, from and against and assumes liability for:

(a) Any injury, loss or damage to any person, tangible property or facilities of any person or entity (including reasonable attorneys' fees and costs), to the extent arising out of or resulting from the acts or omissions, negligent or otherwise, of King County, its officers, employees, servants, affiliates, agents, contractors, licensee, invitees or vendors in connection with its performance under this Agreement; and

(b) Any claims, liabilities or damages arising out of any violation by King County of regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body in connection with its performance under this Agreement.

8.2 Subject to the provisions of Article IX, WORLDCOM hereby releases and agrees to indemnify, defend, protect and hold harmless King County, its employees, officers, directors, agents, shareholders and affiliates, from and against, and assumes liability for:

(a) Any injury, loss or damage to any person, tangible property or facilities of any person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or result from the acts or omissions, negligent or otherwise, of WORLDCOM, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees or vendors in connection with its performance under this Agreement;

(b) Any claims, liabilities or damages arising out of any violation by WORLDCOM or regulations, rules, statutes or court orders of any local, state or federal governmental agency, court or body in connection with its performance under this Agreement; and

(c) Any claims, liabilities or damages arising out of any interference with or infringement of the rights of any third party as a result of King County's use of the King County Network in accordance with the provisions of this Agreement.

8.3 The parties hereby expressly recognize and agree that each party's said obligation to indemnify, defend, protect and save the other harmless is not a material obligation to the continuing performance of the parties' other obligations, if any, hereunder. In the event that a party shall fail for any reason to so indemnify, defend, protect and save the other harmless, the injured party hereby expressly recognizes that its sole remedy in such event shall be the right to bring an arbitration proceeding pursuant to the terms of this Agreement against the other party for its damages as a result of the other party's said failure to indemnify, defend, protect and save harmless. These obligations shall survive the expiration or termination of this Agreement.

8.4 Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the King County Network; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

ARTICLE IX.

LIMITATION OF LIABILITY

9.1 Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of or in connection with transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability all claims for which damages are hereby specifically waived.

ARTICLE X.

NOTICE

10.1 Except as provided in the Operations Escalation List, all notices and communications concerning this Agreement shall be addressed to the other party as follows:

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If to King County: King County Office of Cable Communications
700 Fifth Avenue, 23rd Floor
Seattle, WA 98104
Attention: Manager

If to WORLDCOM: WORLDCOM, Inc.
c/o WORLDCOM Network Services, Inc.
ATTENTION: Vice President-Network
Operations
One Williams Center
Tulsa, Oklahoma 74172
Facsimile No.: (918) 590-5598

and to: WORLDCOM Network Services, Inc.
ATTENTION: Contract Administration
One Williams Center
Tulsa, Oklahoma 74172
Facsimile No.: (918) 590-3293

and, if claiming
an event of default,
with a copy to:

Michael D. Cooke
Hall, Estill, Hardwick, Gable, Golden &
Nelson
320 S. Boston Avenue, Suite 400
Tulsa, Oklahoma 74105
Facsimile No.: (918) 594-0505

or at such other address as may be designated in writing to the other party.

10.2 Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed served or delivered to the addressee when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by U.S. mail.

ARTICLE XI.

CONFIDENTIALITY

11.1 Franchisee may mark documents it has submitted to the County as "proprietary." The County will notify Franchisee if any third party seeks release of any document so marked and the County will withhold release for the maximum period

permitted by law to provide Franchisee the opportunity to seek court protection against release of the requested documents.

ARTICLE XII.

FORCE MAJEURE

12.1 Neither party shall be in default under this Agreement to the extent that any delay in such party's performance is caused by any of the following conditions, and such party's performance shall be excused and extended during the period of any such delay, act of God, fire, flood, earthquake, shortage of fiber or cable, or other material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor (it being expressly acknowledged that the fiber optic cable that is being acquired for and installed in the King County Network must include higher fiber counts than that necessary solely for the King County Network in order to permit completion of the entire King County Network); lack of or delay in transportation, government codes, ordinances, laws, rules, regulations or restriction (collectively, "Regulations") (but not to the extent the delay caused by such Regulations could be reasonably avoided); war or civil disorder; failure of a third party to grant a required permit, easement or other required authorization for use of the intended right-of-way (provided that such required authorization was sought and pursued on a timely and reasonable best efforts basis) or any other cause beyond the commercially-reasonable control of such party, provided that the party claiming relief under this Article shall promptly notify the other in writing of the existence of the event relied on and the cessation or termination of said event. The party claiming relief under this Article shall exercise reasonable efforts to minimize the time for any such delay.

ARTICLE XIII.

ARBITRATION

13.1 Any dispute or disagreement arising between King County and WORLDCOM in connection with this Agreement which is not settled to the mutual satisfaction of King County and WORLDCOM within thirty (30) days from the date that either party informs the other in writing that such dispute or disagreement exists, shall be settled by arbitration in Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. If the parties are unable to agree on a single arbitrator within fifteen (15) days, each party shall select an arbitrator and the two (2) arbitrators shall mutually select a third arbitrator, the three of whom shall serve as an arbitration panel. The decision of the arbitrator(s) shall be final and binding upon the parties and shall include written findings of law and fact, and judgment may be obtained thereon by either party in a court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties hereto unless the award otherwise provides.

13.2 The obligation herein to arbitrate shall not be binding upon any party with respect to requests for preliminary injunctions, temporary restraining orders or other similar temporary procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute. It is not the intention of the parties that such injunctive procedures shall be in lieu of, or cause substantial delay to, any arbitration proceeding commenced under Section 13.1 above.

ARTICLE XIV.

WAIVER

14.1 The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

ARTICLE XV.

ASSIGNMENT

15.1 Except as provided in Section 6.1, King County shall not assign, encumber or otherwise transfer this Agreement or its rights or obligations hereunder to any other party without the prior written consent of WORLDCOM, which consent will not be unreasonably withheld or delayed, provided that the assignee or transferee in any such circumstance shall continue to be subject to all of the provisions of this Agreement, including without limitation, this Section 15.1. In the event of any permitted partial assignment of any rights hereunder, King County shall remain the sole point of contact with WORLDCOM.

15.2 Except as provided in 6.1, WORLDCOM shall not assign, encumber or otherwise transfer this Agreement or its rights or obligations hereunder to any other party without the prior written consent of King County, which consent will not be unreasonably withheld or delayed. WORLDCOM shall have the right, without King County's consent, to assign or otherwise transfer this Agreement (i) as collateral to any institutional lender to WORLDCOM subject to the prior rights and obligations of the parties hereunder, (ii) to any parent, subsidiary or affiliate of WORLDCOM, (iii) to any person, firm or corporation which shall control, be under the control of or be under common control with WORLDCOM, or (iv) any corporation into which WORLDCOM may be merged or consolidated or which purchases all or substantially all of the assets of WORLDCOM; provided that the assignee or transferee in any such circumstances shall continue to be subject to all of the provisions of this Agreement, including without limitation this Section 15.2; and provided further that, promptly following any such assignment or transfer, WORLDCOM shall give King County written notice identifying the assignee or transferee.

In the event of any permitted partial assignment of any rights hereunder, WORLDCOM shall remain the sole point of contact with King County.

15.3 This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and assigns.

ARTICLE XVI.

GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, without reference to its choice of law principles.

ARTICLE XVII.

RULES OF CONSTRUCTION

17.1 The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

17.2 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

17.3 Except as set forth to the contrary herein, any right or remedy of WORLDCOM or King County shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

17.4 Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement.

17.5 This Agreement has been fully negotiated between and jointly drafted by the parties.

17.6 In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibits shall be corrected accordingly.

17.7 All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner, it being

expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Article the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely.

ARTICLE XVIII.

ENTIRE AGREEMENT: AMENDMENT

18.1 This Agreement and the Franchise Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

ARTICLE XIX.

NO PERSONAL LIABILITY

19.1 Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Article and shall be entitled to enforce the obligations of this Article.

ARTICLE XX.

CONFLICTS OF INTEREST

20.1 Neither party shall use any funds received under this Agreement for illegal purposes. Neither party shall pay any commission, fees or rebates to any employee of the other party, or favor any employee of such other party with gifts or entertainment of significant cost or value intended to influence the actions of such employee in a manner inconsistent with that employee's duty of loyalty to its employer. If either party has reasonable cause to believe that one of the provision in this Article has been violated, it, or its representative, may audit the relevant books and records of the other party for the sole purpose of establishing compliance with such provisions.

ARTICLE XXI.

RELATIONSHIP OF THE PARTIES

21.1 The relationship between WORLDCOM and King County shall not be that of parties, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes. WORLDCOM and King County, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

ARTICLE XXII.

DEFAULT

22.1 With respect to all payments required to be made by King County hereunder, King County shall be in default hereunder if such payment is not paid on the date due and payable hereunder, and from and after such date such unpaid amount shall bear interest until paid at a rate equal to the rate set forth in Article XXIV. With respect to all non-payment obligations, King County shall be in default under this Agreement thirty (30) days after WORLDCOM shall have given King County written notice of the action given rise to such default unless King County shall have cured such default or such default is otherwise waived within such thirty (30) days; provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if King County shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Events of default shall also include, but not be limited to, the making by King County of a general assignment for the benefit of its creditors, the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against King County which is not dismissed within ninety (90) days thereafter, or the filing by King County of any petition or answer seeking, consenting to or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief. Any event of default by King County may be waived under the terms of this Agreement at WORLDCOM's option. Upon the failure by King County to timely cure any such default after notice thereof from WORLDCOM, WORLDCOM may (i) take such action as it determines, in its sole discretion, to be necessary to correct the default, and (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the above, if King County certifies in good faith to WORLDCOM in writing that a default has been cured, such default shall be deemed to be cured unless WORLDCOM otherwise notifies King County in writing within fifteen (15) days of receipt of such notice from King County.

ARTICLE XXII.

TERM

23.1 The initial term of this Agreement shall begin on the date hereof and terminate when WORLDCOM is no longer required to provide the King County Network.

ARTICLE XXIV.

LATE PAYMENTS

24.1 In the event a party shall fail to make any payment under this Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at an annual rate equal to one hundred fifty percent (150%) of the prime rate interest published by The Wall Street Journal as the base rate on corporate loans posted by a percentage of the nation's largest banks on the date any such payment is due or, if lower, the highest percentage allowed by law.

ARTICLE XXV.

SEVERABILITY

25.1 If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXVI.

COUNTERPARTS

26.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

In confirmation of their consent and agreement to the terms and conditions contained in this Maintenance Agreement and, intending to be legally bound hereby, the parties have executed this Maintenance Agreement as for the date first above written.

KING COUNTY, WASHINGTON

WORLDCOM NETWORK SERVICES,
INC., a Delaware corporation

By _____

By Patricia B. Still

Its: _____

for
Its: King County Elec

Date: _____

Date: 11/8/96