

Contract between
Commonwealth of Virginia
and
Crown Communication Virginia, Inc.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 686-WB

This contract entered into this 29th day of November 1999, by Crown Communication Virginia, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Department of Transportation called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From Date of Execution through Twenty (20) years.

The contract documents shall consist of:

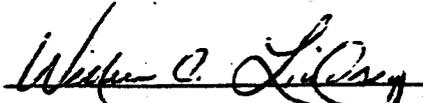
- (1) This signed form;
- (2) The following portions of the Request for Proposal dated December 5, 1996.
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated March 21, 1997, together with any negotiated modifications;
- (4) The attached Fiber Optic Resource Sharing Agreement, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: 

By:  12/1/99

Title: SVU President / Treasurer
1-6-00

Title: Director - Administration Services Division

Fiber Optic Resource Sharing Agreement

This Fiber Optic Resource Sharing Agreement ("Agreement") made this _____ day of _____, 1999, by and between the Virginia Department of Transportation ("VDOT"), 1401 E. Broad Street, Richmond, Virginia 23219, and Crown Communication Virginia, Inc., a Delaware corporation ("CCVI"), whose principal offices are located at 510 Bering Drive, Suite 500, Houston, Texas 77057.

WITNESSETH

WHEREAS, VDOT desires to develop an intelligent transportation system (ITS) throughout Virginia; and

WHEREAS, CCVI desires to establish a fiber optic network infrastructure along certain limited access and highway rights-of-way throughout Virginia; and

WHEREAS, VDOT desires to provide to CCVI Exclusive Access to Limited Access Rights-of-Way and access to other highway rights-of-way (collectively, the "Rights-of-Way"), access to existing VDOT communications infrastructure as depicted in Figures 1 and 2 attached hereto and access to proposed communications infrastructure for the installation/construction of the proposed fiber optic network infrastructure to serve CCVI and the ITS; and

WHEREAS, CCVI desires to reserve dedicated fiber capacity along rural corridors as depicted in Figure 3 attached hereto and along urban corridors without existing communications infrastructure as depicted in Figure 3, to provide to VDOT a communications network as described in Section 5, including certain OC-12 telecommunications services and partitioned shared floor space in CCVI field node locations for VDOT purchased electronics, and twenty-four (24) seven (7) day per week routine operation and maintenance of all VDOT communication infrastructure, new and proposed, for the duration of the agreement, and to sell excess fiber optic network capacity to telecommunications and/or cable companies; and

WHEREAS, CCVI plans to design, construct, operate and maintain communication services necessary to support VDOT's ITS; and

WHEREAS, VDOT and CCVI commit to working together in the spirit of cooperation to fulfill the requirements of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the sufficiency of which the parties acknowledge, CCVI and VDOT hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms are defined:

"Agreement" shall mean this Fiber Optic Resource Sharing Agreement and any renewals or amendments thereof.

"CCVI Project Manager" - CCVI shall promptly appoint and maintain during the Term of this Agreement, a project manager who may change from time to time and shall be authorized to act for CCVI.

"Common Equipment" shall mean the Common Sheath in mainly rural corridors and the equipment shelters.

"Common Sheath" shall mean the sheath containing fiber optic cable used by both CCVI and VDOT, located in mainly rural corridors.

"Construction Costs" shall mean all of CCVI's expenses relating to the development, design and construction of Facilities at a Site. Construction Costs shall include any administrative, labor, materials, permits/licenses and professional services necessary for obtaining the rights to use and develop, and for developing, constructing and operating Facilities.

"CPM" shall mean Critical Path Model, which is the schedule by which CCVI will conduct its work under the Agreement.

"Dedicated Sheath" shall mean a sheath containing only VDOT's strands of fiber optic cable.

"Exclusive Access" shall mean CCVI's exclusive right to construct and operate Facilities in the Limited Access Rights-of-Way made available to CCVI by VDOT as an exception approved by the VDOT Chief Engineer as provided under VDOT's Utility Accommodation Policy dated _____.

"Facilities" shall mean any and all telecommunications infrastructure constructed or installed by CCVI pursuant to this Agreement, including, but not limited to, fiber electronics, fiber optic cable, equipment, conduits and fiber electronics equipment buildings located on or about a Site.

"Hazardous Condition" shall mean the release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance or pollutant under Environmental Laws. Hazardous Condition shall include, but not be limited to, any activity whatsoever involving the presence at, on, under or about (including in soil, surface water or groundwater), of (i) any hazardous waste, extremely hazardous waste, restricted hazardous waste, toxic pollutant or hazardous pollutant, or words of similar import, as defined in the Resource Conservation & Recovery Act, as amended, and any regulations or guidelines promulgated thereunder; (ii) any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act as amended, and any regulations or guidelines promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, as amended, and any regulations or guidelines promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, as amended, and any regulations or guidelines thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant under the Clean Air Act, as amended, and any regulations or guidelines promulgated thereunder; and (ix) any substance or waste regulated under other applicable environmental law. "Environmental Laws" hereunder shall mean the statutes referenced in clauses (i), (ii), (iii), (iv), (viii) and (ix), above, the Occupational Safety & Health Act, the Hazardous Materials Transportation Act, any state analogues to any of them, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.

"Land Use Permit" shall mean the permit granted by VDOT to CCVI at the end of the Term and any Renewal Terms of this Agreement pursuant to VDOT's Land Use Permit Manual, giving CCVI the authority to enter the Rights-of-Way to operate and maintain its Facilities for a period of forty (40) years. The Land Use Permit shall automatically renew and continue in effect

for succeeding forty (40) year terms provided there is no violation of the terms of the Land Use Permit.

"Limited Access Rights-of-Way" shall mean the rights of way made available to CCVI by VDOT as an exception approved by the VDOT Chief Engineer as provided under VDOT's Utility Accommodation Policy dated _____, to which CCVI shall have Exclusive Access during the Term and any Renewal Terms of this Agreement as shown on Figure 1.

"Project" shall mean distinct segments of constructing the telecommunications network pursuant to a certain set of design documents for a specific location.

"Renewal Term" shall have the meaning assigned to such term in Section 3.

"Rights-of-Way" shall mean, collectively, all of the rights-of-way in which CCVI shall install, operate and maintain Facilities.

"Site" shall mean those lands or Rights-of-Way made available by VDOT for Facilities.

"Term" shall have the meaning assigned to such term in Section 3.

"TSW" shall refer to the Technical Scope of Work document to be prepared pursuant to Section 4B which shall detail design requirements for the Facilities, as amended by the parties from time to time.

"User" shall mean a third party user of any of the Facilities (excluding any department or agency of the Commonwealth of Virginia) that executes a User License with CCVI.

"User License" shall mean an executed license agreement between CCVI as licensor and a User.

"VDOT Project Manager" - VDOT shall promptly appoint and maintain during the Term of this Agreement, a project manager (who may change from time to time) who shall be authorized to act for VDOT.

"Work" shall mean the design, engineering, construction, management, maintenance and operation of the Facilities under the terms of this Agreement.

"Working Days" shall mean business operating days, not to include weekend days or official Virginia state holidays.

2. Agreement and Grant.

A. During the Term of this Agreement, VDOT hereby agrees to grant to CCVI an Exclusive Access to the Limited Access Rights-of-Way shown on the maps labeled Figures 1 and 2 attached hereto as necessary for CCVI's placement of Facilities for the purposes set forth in this Agreement, and access to related properties as may be necessary. If any provision granting to CCVI Exclusive Access in the Rights-of-Way is invalidated, then the parties shall renegotiate a new agreement or terminate this Agreement if mutual consent cannot be reached regarding a new agreement. VDOT further grants to CCVI the exclusive right to design, develop, construct, market, install, maintain and operate Facilities in the limited access Rights-of-Way subject to the

provisions hereof. Except as otherwise provided in this Agreement, CCVI shall bear the entire cost and expense related to the design, development, construction, installation, inspection, marketing, maintenance and operation of the Facilities. Notwithstanding anything to the contrary in this Agreement, CCVI shall be exclusively responsible for the Facilities installed in the Rights-of-Way pursuant to this Agreement. CCVI and VDOT acknowledge and agree that the Facilities are to be a component feature of the interstate highway operations.

B. CCVI may enter into User Licenses with Users to use all or any part of the Facilities except for the strands of fiber optic cable reserved for the exclusive use of VDOT during the Term and any Renewal Terms of this Agreement as defined by the Agreement. VDOT shall maintain rights to Facilities provided to VDOT in perpetuity and shall not sell, lease or barter the Facilities provided as part of this Agreement for any commercial applications.

C. This Agreement in no way creates a commercial establishment or business enterprise on the Rights-of-Way. This Agreement and the work hereunder is not a public works project.

3. **Term of Agreement.** The Agreement shall commence upon its approval by the CCVI Board of Directors, which shall occur after the Agreement has been executed by both parties ("Execution"), but in no event later than ninety (90) days after Execution, and shall continue for twenty (20) years thereafter (the "Term"). VDOT shall give CCVI oral notice of said Execution within three (3) Working Days thereafter and shall follow up promptly with written notice confirming said Execution date. The date of CCVI Board approval shall be the Effective Date of the Agreement ("Effective Date").

A. **Term.** The Term of this Agreement shall be for twenty years commencing on the Effective Date as described above.

B. **Renewal Term.** Provided that neither party is then in default of any of the provisions of this Agreement beyond any applicable grace periods, either VDOT or CCVI may request renewal of the Agreement for two (2) additional ten (10) year periods (the "Renewal Term") by providing written notice of such request to the other party in accordance with the terms of Section 20, *infra*, given not more than twelve (12) months nor less than six (6) months before the expiration of the Term. The party receiving notice of such request shall have forty-five (45) days from the receipt of the request in which to notify the other party whether it consents to the renewal. No Renewal Term shall commence without the mutual consent of both VDOT and CCVI, which consent will not be unreasonably withheld.

C. **Land Use Permit.** Upon any expiration of the Term and/or any Renewal Term after which no further Renewal Terms are entered, or any earlier termination of the Agreement, then CCVI's right to use the Rights-of-Way shall automatically convert to a Land Use Permit, to be granted by VDOT to CCVI, which will allow CCVI to continue to operate and maintain the portion of the Facilities owned by CCVI as defined in Section 6A, including the Common Equipment. Once CCVI has been issued a Land Use Permit, CCVI shall no longer have Exclusive Access to the Limited Access Rights-of-Way. In the event that VDOT refuses to honor the Land Use Permit granted to CCVI, VDOT shall pay the reasonable costs, reasonably determined by VDOT, of relocating the portion of the Facilities owned by CCVI as defined in Section 6A.

4. **General Scope of Service.** CCVI shall provide at its sole cost and expense, except as otherwise provided in this Agreement, a fully functioning fiber optic communications system with a SONET architecture. The primary system will be (i) an OC-12 backbone between the points and

along the route set forth in Figure 4 (ii) common collocation space for telecommunications equipment rack spaces in all CCVI building Sites for use by VDOT for its own equipment in quantities specified in the TSW, (iii) fiber optic strands in metro areas as set forth in Figure 3 to match existing and planned VDOT facilities, not to exceed forty-eight (48) fibers in Dedicated Sheath, (iv) eighteen (18) fibers for the exclusive use of VDOT in a Common Sheath in mainly rural areas as described in Figure 3. The conduit and fiber optic cables will be uniformly color coded throughout the system. CCVI and VDOT may mutually agree to expand the geographic or functional scope of the Facilities to be provided under this Agreement at any time.

A. Design Responsibilities. CCVI shall bear the cost of all design work, with the exception of VDOT's own internal or external design review. VDOT shall review design and construction documents and may disapprove such documents only on the basis of mutually agreed upon specifications, capacity or location as specified in the Technical Scope of Work (TSW).

B. Design Process and Submissions. The design process shall consist of, but not be limited to, the following:

(1) Development of design requirements and specifications. Final design requirements and specifications will be further defined in the TSW for the design, specifications, and construction of the Facilities. CCVI and VDOT shall work together to develop a mutually agreeable TSW.

(2) Development of preliminary design documents and schedule. Prior to any proposed installation of a Facility, CCVI shall provide to VDOT a schedule, which shall include the following information:

- (a) Draft site plans and construction plans.
- (b) Proposed Facilities description.

VDOT shall review such schedule and, within fifteen (15) Working Days of receipt of the schedule, shall notify CCVI in writing whether VDOT approves or disapproves of the proposed installation Project, which approval shall not be unreasonably withheld. VDOT shall notify CCVI of preliminary approval to finalize the plans to undertake the Work.

(3) Development of final design documents and a schedule. Not later than fifteen (15) Working Days prior to any proposed installation of a Facility on a Site approved by VDOT in accordance with Section 4B(2) above, CCVI shall provide to VDOT a supplement to the schedule referenced in Section 4B(2) above, which shall include, but not be limited to, the following information:

- (a) Final site plans, construction plans and equipment description.
- (b) A schedule of construction.
- (c) Names of contractors who will install the Facilities.
- (d) Description of work zone safety measures.

(4) VDOT approval of the final plan is issuance of a work permit.

C. Final Design Plans and Specifications. The final design for the underground Facilities will include a network diagram showing all proposed cable paths, conduit makeup and cable sheath diagrams in a drawing format that meets VDOT construction drawing standards. During the detail design engineering phase of this project, the construction standards for VDOT shall be incorporated into this document and all construction documents created under this Agreement.

D. General Documentation Requirements. Documentation requirements for the final design phase shall consist of the following:

- (1) Construction plans and associated details;
- (2) Maintenance and protection of traffic plans;
- (3) Physical systems architecture drawings;
- (4) Logical system architecture drawings;
- (5) Network monitoring overlay system drawings;
- (6) Procurement specifications and catalog cut sheets for material and equipment; and
- (7) Work schedule with necessary updates.

CCVI shall submit manuals and product data sheets for all material and equipment used in the Facilities.

Following completion of construction for any single Project segment, CCVI shall submit "as built" drawings. The "as built" drawings shall be submitted to VDOT in an electronic medium compatible with VDOT's Computer Aided Drafting requirements and printed on reproducible material.

E. Schedule. CCVI shall provide a CPM schedule with all activities indicated and identification of interdependent work. The CPM schedule shall be updated to keep current with the Project and the reporting periods established. This schedule will be used as a plan of action to allow VDOT to coordinate with and assist CCVI with requirements that may impact on traffic, coordinating with other construction projects, and general overall management of the Project. The schedule will also provide advanced notice to VDOT when it must meet deadlines to support CCVI's work effort.

F. Materials and Equipment Specification. Materials and equipment shall be the standard product of a manufacturer regularly engaged in the production of the required type of material or equipment. Equipment and materials of the same general type shall be of the same manufacturer throughout the network to provide uniform appearance, operation and maintenance. CCVI shall supply SONET equipment which meets Revision 3 criteria and standards. The following standards shall apply:

- (1) ITU-T G.707 and G.708;
- (2) ANSI T1.105; and

(3) Bellcore TR-NWT-000253.

The fiber cable products shall meet the requirements of the United States Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900 and the ANSI/CEA Standard for Fiber Optic Outside Plant Communications Cable, ANSI/CEA S-87-640-1992.

Each fiber and buffer tube shall be distinguishable by means of color coding in accordance with TIA/EIA-598-A, "Optical Fiber Cable Color Coding."

The electronics manufacturer shall supply the following hardware options, which can be integrated into the main multiplexer chassis common equipment shelf. The integration must be capable of being accomplished via use of "plug-in" option cards that connect via standard backplane connector cables: OC-48 transmission card; OC-3 transmission card; T-1 (DS-1) port card; and DS-3 (OC-3) port card.

The hardware and cabling supplied shall be of current manufacture.

G. Material Packaging. Each reel shall have a weather resistant reel tag attached identifying the reel and cable. Each cable data sheet shall include the manufacturer's recommended data.

H. Performance Specifications. In factory testing performed in accordance with FOTP-3, "Procedure to Measure Temperature Cycling Effects on Optical Fibers, Optical Cable, and Other Passive Fiber Optic Components," the change in attenuation at extreme operational temperatures (-40C and +70C) shall not exceed 0.2 dB/km at 1550 nm for single-mode and 0.5 dB/km at 1300 nm for multimode fiber.

All cabled optical fibers greater than one-hundred (100) meters in length shall be 100% attenuation tested at the manufacturer's facility. The attenuation of each fiber shall be provided with each cable reel.

The cable manufacturer shall be ISO 9001 registered.

All communication and transmission equipment shall be certified by Bellcore as meeting standards for Telco Central Office use and shall be manufactured by an ISO 9001 certified company.

I. Codes and Standards. CCVI shall apply the relevant codes and standards published by the following standards bodies when doing work under this Agreement:

- (1) National Electrical Code (ANSI/NFPA70);
- (2) National Electrical Safety Code (NESC-ANSI C2);
- (3) American National Standards Institute;
- (4) National Electrical Manufacturer's Association;
- (5) Bellcore;

- (6) Occupational Safety and Health Administration;
- (7) Federal Communication Commission;
- (8) National Fire Protection Association (NFPA);
- (9) Institute of Electrical and Electronics Engineers (IEEE);
- (10) Electronic Industry Association (EIA);
- (11) Telecommunications Industry Association (TIA);
- (12) Insulated Cable Engineers Association (ICEA); and
- (13) Underwriters Laboratories Inc. (UL).

J. Construction of the Facilities. CCVI shall, at its sole cost and expense, construct or install approved Facilities, including all Site development work necessary. Ownership of all Facilities shall be as provided in Section 6A.

K. Site Conditions.

(1) VDOT hereby represents and specially warrants to CCVI that (i) VDOT has the authority and all requisite right, title and interest in the Rights-of-Way to grant to CCVI the rights pursuant to this Agreement, (ii) to the knowledge of VDOT, the activities conducted in each of the Rights-of-Way are and have been in compliance with applicable Environmental Laws, and (iii) VDOT will notify CCVI of any known Hazardous Condition at any Right-of-Way.

(2) CCVI, or its agents and contractors, shall have the right to gain access to all fiber electronics equipment buildings located on or about a Site 365 days a year, 24 hours a day without notice only if such access is made without use of the limited access roadways. CCVI shall coordinate its activities with VDOT and VDOT contractors. In the event that CCVI or its agents must use the limited access roadways to access the Sites or Facilities or is to perform any work adjacent to the limited access roadways, CCVI will use its reasonable best efforts to notify as soon as practicable the VDOT Project Manager of CCVI's need to gain access to such Sites, providing twenty-four (24) hour notice in the case of routine work, and in the event of an emergency, CCVI will request VDOT consent to access which will not be unreasonably withheld but shall be granted within one (1) hour pursuant to standard VDOT procedure. CCVI shall bear its own costs of review, inspection and assessment, and shall make no claim for costs, damages, or expenses arising from the condition of the Site, except as provided in this Section 4K.

(3) CCVI shall notify VDOT in writing promptly after CCVI learns of the following conditions and before such conditions are disturbed: (i) subsurface or latent physical conditions at the Site such that remediation or relocation of Facilities would be required or (ii) physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized by CCVI as inherent in work of the character provided for in this Agreement. VDOT shall investigate the conditions, and if it finds that such conditions exist and that they are likely to cause a significant increase or decrease in the time required for substantial completion of a Project, then VDOT shall approve relocation of the proposed

alignment and/or an adjustment of the time, if any, scheduled for the substantial completion of the applicable Work under this Agreement.

(4) In the event CCVI or other persons learn of any Hazardous Conditions in the performance of the Work or otherwise which were not introduced to the Site directly or indirectly by CCVI, its affiliates, agents, or assigns ("Discovered Hazardous Conditions"), CCVI shall not be responsible or held liable for, and VDOT, to the full extent permitted by law, shall protect, defend and save harmless CCVI against, any Discovered Hazardous Conditions, except for any increase, exacerbation or disturbance of any Discovered Hazardous Conditions caused by CCVI's actions or activities after first becoming aware of their existence. This provision shall survive the expiration or earlier termination of the Agreement.

If CCVI or its affiliates, agents, or assigns introduces a Hazardous Condition to a Site directly or indirectly, CCVI shall be solely liable for the investigation, removal or remediation of such introduced Hazardous Condition and for any resulting delays.

(5) VDOT makes no representation or warranty as to Site conditions, except as expressly set forth in this Agreement.

(6) CCVI shall be responsible for protecting existing telecommunications equipment from damage during installation or other work in the Rights-of-Way, and for repairing any damage caused by such operations. VDOT shall be responsible for protecting the Facilities installed pursuant to this Agreement from damage by VDOT or other contractors working in the Rights-of-Way, and shall notify CCVI of any damage that occurs due to the activities of VDOT or other contractors.

(7) Any remediation for which a party is responsible under this Section 4K shall be conducted in compliance with any rules, orders or guidelines promulgated or enforced by jurisdictional government authority, and applicable to the Site. For any remediation for which VDOT is responsible, CCVI agrees to cooperate reasonably with VDOT's contractors, provided that CCVI shall not bear any costs in relation to such remediation. For any remediation for which CCVI is responsible, VDOT shall give CCVI, its contractors and agents such access as is reasonably necessary for the conduct of any investigation or remediation, provided that VDOT shall not bear any cost in relation to such remediation. Upon the request of the other party, either party conducting a remediation shall provide a copy of any final report submitted to any governmental authority with regard to an investigation or remediation of a Hazardous Condition.

5. System Design and Integration. CCVI agrees to consult with VDOT's integration experts through the design phase of each Project to integrate VDOT's ITS system components, which may include wireless infrastructure at field nodes, with CCVI's communications network. CCVI agrees to design the Facilities to:

(1) integrate the existing conduit and fiber supporting VDOT's two (2) existing and two (2) proposed Traffic Management Centers (TMC's);

(2) provide reasonable access points to the network at the T-1 level for future integration of VDOT's ITS system components, to be determined in the TSW;

(3) provide service at a capacity of a SONET OC-12 level to VDOT's two (2) existing (Hampton Roads and Northern Virginia) and two (2) proposed (I-81/Valley and Richmond) TMC's, the statewide Transportation Emergency Operations Center, and District

Offices as defined in the TSW along such route as CCVI completes its construction along routes adjacent to such locations.

(4) provide OC-12 circuit pathing between the TMC's;

(5) place the fiber optic cable in the preferred location to the right of any travel lanes, or otherwise, the fiber optic cable may be placed in a median or on the left of any travel lanes upon approval by the VDOT Chief Engineer;

(6) to include in the Facilities the pre-existing conduits and other fiber optic facilities as depicted in Figure 2;

(7) use standard, non-proprietary systems and interfaces and comply with national, regional and/or state codes;

(8) comply with other requirements as described in the TSW.

6. Ownership of the System.

A. Ownership of Facilities. VDOT shall be the legal and equitable owner of the Rights-of-Way, and all Facilities installed for VDOT's use as described by the TSW, which VDOT shall not barter, lease or sell to any other parties for any commercial applications. CCVI shall be the legal and equitable owner of all other Facilities installed pursuant to this Agreement, including but not limited to the Common Equipment and CCVI's own fibers in cable used to provide services to CCVI.

B. Property Interest. CCVI shall have reasonable access to and the right to use the Rights-of-Way for the Term and any Renewal Terms of this Agreement and a Land Use Permit to operate and maintain CCVI's Facilities in the Rights-of-Way as defined by Section 6A thereafter. In exchange for its receipt of the Land Use Permit, CCVI shall grant to VDOT a use permit to continue VDOT's use and operational control of the eighteen (18) fibers in Common Sheath in mainly rural corridors dedicated to VDOT and VDOT's partitioned space located inside the equipment shelters, which VDOT shall not barter, lease or sell to other parties for any commercial applications.

7. Compliance.

A. CCVI and its subcontractors shall comply with all applicable local, state and federal laws pertaining to the Work. In the event of a substantial change in local, state and federal laws, codes, ordinances, statutes or regulations which has a material adverse effect upon the economic benefits of this Agreement to either party, the parties shall negotiate in good faith to effect an equitable reformation of this Agreement.

B. CCVI or its subcontractors shall use commercially reasonable efforts to obtain all necessary permits, certificates and other approvals required to fulfill CCVI's obligations under this Agreement.

8. Management of Site Engineering. CCVI shall be responsible for and have exclusive engineering supervision over implementing site management processes and procedures in accordance with Section 2, General Provisions, of the VDOT Land Use Permit Manual, effective as of November 15, 1983.

9. Maintenance and Repairs.

A. Term. Except as provided in Section 9D below, during the Term of this Agreement, CCVI shall at its sole expense provide all labor to perform all repairs and maintenance necessary to keep the Facilities in good operating condition, including periodic inspection consistent with manufacturer's requirements, on a twenty-four (24) hour seven (7) day per week basis. CCVI's maintenance and repair labor responsibility shall apply to all equipment provided to VDOT hereunder, and all labor components of maintenance for other equipment connected by VDOT to the Facilities in CCVI building spaces along the Rights of Way if VDOT purchases the same equipment as CCVI. CCVI will be responsible for all parts for maintenance and repair to the extent the cost of such parts are covered by manufacturer's warranty. With respect to the costs to CCVI for repair parts for equipment provided to VDOT hereunder the cost to CCVI of which is not covered by a manufacturer's warranty, VDOT will be responsible for paying to CCVI 110% of the costs of such parts necessary for maintenance and repairs.

B. Renewal Term. Except as provided in Section 9D below, during any Renewal Term, CCVI shall continue to operate and maintain all of the Facilities in the Rights-of-Way, at CCVI's expense, which shall include performing all repairs necessary to keep the Facilities in good operating condition, including periodic inspection consistent with manufacturer's requirements. CCVI shall provide such maintenance services on a twenty-four (24) hour seven (7) day per week basis. CCVI's maintenance and repair responsibility shall include all equipment provided to VDOT hereunder, and all labor components of equipment maintenance for VDOT if VDOT purchases the same hardware as CCVI.

C. Land Use Permit. Upon the issuance of a Land Use Permit, VDOT shall be free to contract with another provider of operation and maintenance services for VDOT's eighteen (18) fibers in Common Sheath. If VDOT desires, CCVI may continue to provide operation, maintenance and repair services on the eighteen (18) fibers in Common Sheath in mainly rural areas over which VDOT has use and operational control, on a twenty-four (24) hour seven (7) day per week basis, but the cost of such maintenance and repairs shall be billed to VDOT, unless VDOT chooses to abandon its use and operational control over such fibers in Common Sheath by giving written notice of abandonment to CCVI, which notice shall allow CCVI to exercise operational control over the abandoned fibers, if CCVI so chooses.

D. Exceptions. In the case of certain events described below, which may occur or exist during the Term, Renewal Term or under the Land Use Permit, VDOT shall assume all repair responsibility. In the event that VDOT staff or contractors operating on behalf of VDOT damage the Facilities, VDOT shall be responsible for the costs to repair the Facilities subject to appropriations by the General Assembly to cover such damages, or to the extent that the General Assembly declines to make necessary appropriations, CCVI may offset any of its payment obligations to VDOT by the amount owed to CCVI. In the event that VDOT elects to upgrade with equipment made by a different manufacturer than that of the equipment supplied by CCVI, then CCVI will not be responsible for maintaining such incompatible equipment. In the event that VDOT elects to use stand-alone hardware, and in the event that hardware fails or needs to be replaced outside of the manufacturer's warranty, VDOT will be responsible for purchasing all replacement equipment and upgrades.

10. System Upgrades. During the Term, CCVI shall keep the Sites and Facilities in good order and repair; provided, however, that the foregoing shall not obligate CCVI to upgrade the Facilities, and shall only require CCVI to repair at the Sites that which CCVI disturbs or affects

during its Work. In the event VDOT wishes to add strands of fiber optic cable beyond the capacity reserved by this Agreement prior to the construction of the relevant segment of the network, CCVI agrees to provide such additional strands and VDOT agrees to pay the cost of the additional fiber and associated electronics. In the event VDOT desires additional capacity after network construction, CCVI agrees to install electronic upgrades provided VDOT pays for the cost of the equipment and installation of the equipment. VDOT may also negotiate with CCVI for an additional fiber allocation after network construction. In the case of any additional capacity added at the request of VDOT, CCVI shall be responsible for providing the operation, repair and maintenance services for the additional capacity at VDOT's expense. CCVI shall not be responsible for the costs associated with integrating any additional bandwidth provided by upgrades. CCVI shall, at the request of VDOT, provide a price for equipment and services from which VDOT may elect to purchase communications equipment provided such purchases are made pursuant to the terms and conditions of the Virginia Public Procurement Act.

11. **Utilities.** CCVI shall be responsible for and promptly pay all charges for electricity, telephone service or any other utility or charges applicable to CCVI or its Users. VDOT shall in no way be liable for these charges.

VDOT agrees to allow reasonable access by permit to a utility company requesting an occupancy or access to, over and across the Sites in order that such utility company may provide service to CCVI or its Users.

VDOT shall be responsible for paying all of its respective utilities consumed in operating VDOT's ITS. VDOT shall also be responsible for any costs associated with the procurement or operation of backup generators which VDOT determines are necessary with respect to VDOT equipment. CCVI shall be responsible for providing primary and standby power at all CCVI field node locations and power necessary to support the multiplexers provided to VDOT by CCVI.

Any utility company proposing to do work in a Right-of-Way containing Facilities or where CCVI is then working shall obtain from VDOT a work permit prior to any installation, maintenance and/or repair and shall be required to notify CCVI of the utility's plans.

12. **Relocation.** CCVI agrees to utilize VDOT's current and future highway construction plans, as provided to CCVI by VDOT, to design and install the Facilities and to obtain VDOT approval, which shall not be unreasonably withheld, for all installation alignments. CCVI and VDOT will jointly decide whether to place temporary or permanent Facilities through a particular area. If VDOT makes changes to the current or future highway construction plans that require relocating the Facilities, then VDOT shall be responsible for the costs to relocate the Facilities during the Term and any Renewal Terms. Upon the issuance of a Land Use Permit to CCVI, VDOT shall remain responsible for its pro rata share of relocation expenses related to the relocation of the Common Sheath only.

If CCVI requests permission to relocate or remove a Facility after installation, CCVI shall be allowed to do so only after receipt of written approval from VDOT, which approval shall not be unreasonably withheld. CCVI shall obtain any and all necessary permits prior to commencing such relocation or removal and shall be responsible for bearing all costs of such relocation or removal.

13. **Implementation Schedule.** Provided there are no delays due to environmental, archaeological or permitting concerns, CCVI agrees to complete the Facilities and to have the network operational within five (5) years of the Effective Date, unless another time frame is

mutually agreed upon. CCVI will initiate design services upon the Effective Date of this Agreement. CCVI will begin construction/installation approximately six (6) months from the Effective Date, as designs are approved by VDOT and after receipt of a work permit from VDOT to undertake the Work.

14. **Inspections.** VDOT or its agents shall have the right, upon reasonable prior notice to the CCVI Project Manager, to inspect the Facilities at all stages and at all reasonable times. CCVI shall provide at its sole cost and expense for professional annual inspections of Facilities (and other times as determined necessary by CCVI). Inspections shall be performed by firms with at least three (3) years inspection experience and shall be in accordance with national and state standards. A copy of the results of each annual inspection shall be provided to VDOT.

15. **Environmental.** The parties acknowledge that the Work may require the preparation of environmental reports or consideration of potential environmental impacts, particularly as related to wetlands. CCVI will be responsible, with the aid of VDOT as necessary, for obtaining any environmental permits, waivers or approvals, including any studies and/or investigations of the Rights-of-Way as may be required to identify Hazardous Conditions, cultural or historical sites, or to cross wetlands, railroad tracks or national forest lands.

16. **Traffic Control and Protection.** During construction and maintenance of the Facilities, CCVI agrees to comply with the then current edition of the Virginia Work Area Protection Manual, Standards and Guidelines. CCVI shall construct, maintain and operate the Facilities to avoid actions which could endanger the safety of the highway system and the traveling public. CCVI shall not unreasonably interfere with VDOT construction, maintenance and operations in the Rights-of-Way.

17. **Insurance.** Prior to the Effective Date of this Agreement, CCVI shall file with VDOT Certificates of Insurance evidencing compliance with all requirements mandated by the insurance required by this Section 17. Such Certificates of Insurance shall be of form and substance reasonably acceptable to VDOT. Acceptance and/or approval by VDOT does not and shall not be construed to relieve CCVI of any obligations, responsibilities or liabilities under the Agreement.

All insurance required by the Agreement shall be obtained at the sole cost and expense of CCVI; shall be maintained with insurance carriers licensed to do business in the Commonwealth of Virginia, and acceptable to VDOT; and shall be endorsed to provide written notice be given to VDOT, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice evidenced by return receipt of United States Certified Mail, shall be sent to Attn.: VDOT Project Manager, and shall name VDOT as an additional insured thereunder. CCVI shall be solely responsible for the payment of all deductibles to which such policies are subject.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer licensed to do business in the Commonwealth of Virginia and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

CCVI shall cause all insurance to be in full force and effect as of the date of the Agreement and to remain in full force and effect throughout the Term of this Agreement and as further required by the Agreement. CCVI shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are

required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date CCVI shall supply VDOT updated replacement Certificates of Insurance.

CCVI throughout the Term of this Agreement or any Renewal Term, or as otherwise required by this Agreement, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

(1) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit it shall apply separately to the locations covered by this Agreement. CGL insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premise, operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed under an insured contract.

(2) Workers' Compensation, Employers' Liability, and Disability Benefits as required by VDOT.

(3) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of use of any automobile, including owned, leased, hired, and non-owned autos.

(4) Upon completion of each Project covered by this Agreement, CCVI shall provide Commercial Property Insurance covering the equipment and improvements. The amount of insurance shall equal the full estimated replacement cost of the Facilities.

CCVI may, at its option, purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance, and in no event shall VDOT be liable for any business interruption or other consequential loss sustained by CCVI, whether or not it is insured.

CCVI shall be solely responsible for any deductible amount in the event of a loss.

CCVI shall require any engineering or architectural firm involved in this Agreement to maintain professional liability insurance in the amount of \$1,000,000 with tail coverage for two (2) years.

CCVI shall require any contractors hired to carry insurance commensurate with their work.

18. **Taxes And Fees.** CCVI or its Users shall be responsible for payment of all taxes, assessments, levies and fees of any kind whatsoever incurred as a direct result of the construction of Facilities or the license of space on Facilities pursuant to a User License; provided, however, that CCVI shall have no responsibility for VDOT's income taxes, if any, or for real estate taxes on VDOT rights of way, if any, for the Sites or state owned Rights-of-Way. VDOT acknowledges that the provisions of Section 56-468.1 of the Code of Virginia will not apply to the Facilities constructed, installed or used pursuant to this Agreement.

19. **Indemnification.**

A. CCVI shall defend and hold VDOT harmless from any and all loss, costs and expenses including, without limitation, attorney's fees and costs (1) associated with all mechanic's or supplier's liens and claims respecting any of the Facilities and, except as set forth in Section 31, shall keep the Rights-of-Way free and clear of all liens, claims and encumbrances arising from its performance of its obligations hereunder and (2) associated with any judgments for damages for bodily injury, death or damage to real property or tangible personal property attributable to the negligence of CCVI, its officers or employees acting within the course and scope of their employment in connection with the performance or non-performance of CCVI or the exercise of its rights, under this Agreement.

B. To the full extent as permitted by the Virginia Tort Claims Act, VDOT shall hold CCVI harmless from any judgments for damages, including reasonable attorneys' fees, for bodily injury, death or damage to real property or tangible personal property attributable to the negligence of VDOT, its officers or employees acting within the course and scope of their employment in connection with the performance or non-performance of VDOT or the exercise of its rights, under this Agreement or with the ownership and operation of any Site prior to the commencement of this Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

20. Notices. Any notice or demand required or permitted to be given or made hereunder shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial "overnight" courier service, addressed in the case of:

VDOT to: Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Attn.: Director of ITS Programs

CCVI to: Crown Communication Virginia, Inc.
510 Bering, Suite 500
Houston, TX 77057
Attn.: John Gwyn

with a copy to:

McGuire, Woods, Battle & Boothe LLP
One James Center
901 East Cary Street
Richmond, VA 23219
Attn.: Gloria L. Freye, Esq.

and a copy to:

Digital Teleport, Inc.
8112 Maryland Avenue, 4th Floor
St. Louis, MO 63105
Attn.: President

and a copy to:

Digital Teleport, Inc.
8112 Maryland Avenue, 4th Floor
St. Louis, MO 63105
Attn.: General Counsel

Any such communication shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

21. Assignment. In addition to CCVI's rights under Section 30, CCVI may assign this Agreement or any of the rights herein granted without the prior written consent of VDOT, provided that the assignee shall have the financial, operational and legal capabilities to perform all obligations of CCVI under this Agreement, or that the assignee is an entity of which CCVI remains a part. CCVI shall send written notice to VDOT prior to any assignment. Notwithstanding any other provision herein, CCVI may assign the rights herein granted without the prior written consent of VDOT to Digital Teleport, Inc., a Missouri corporation ("DTI"), provided, however, that DTI agrees to be bound by all provisions herein and CCVI shall be released from all obligations, and shall surrender all rights, herein. W/WW

22. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

23. Amendment; Waiver. No revision or alteration of this Agreement shall be valid unless made in writing and signed by an authorized agent or officer of CCVI and by VDOT. No provision may be waived except in writing signed by the party to be charged with such waiver. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision, unless such waiver is expressly stated in writing.

24. Termination. This Agreement may be terminated by VDOT upon the failure of CCVI to cure an Event of Default within ninety (90) Working Days of written notice by VDOT, or upon the consensual written agreement of both parties.

25. Default. The following events shall constitute "Events of Default":

A. Failure of either VDOT, CCVI or any Assignees to observe or perform any material term, condition or provision of this Agreement or the Land Use Permit Manual, including the failure of CCVI to complete construction of the Facilities described by this Agreement and the TSW, provided such failure continues for thirty (30) days following written notice thereof or such longer period of time if VDOT, CCVI or any Assignees is diligently endeavoring to cure the same; or

B. If CCVI files a voluntary petition in bankruptcy, or has an involuntary petition filed against it and such petition is not dismissed within ninety (90) days, is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization,

arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, liquidator, or makes any general assignment for the benefit of creditors.

26. **Remedies.** If any Event of Default under this Agreement occurs, VDOT and CCVI shall each have the right, subject to any rights granted to a mortgagee pursuant to Section 30 of this Agreement, to (1) terminate this Agreement, (2) cure any Event of Default to preserve either party's rights that may be prejudiced as a result of such default, and/or (3) exercise and pursue all other rights and remedies available to it under applicable law. To the full extent allowed by the Virginia Tort Claims Act, the defaulting party shall be liable to the other for any and all costs incurred in connection with any Event of Default, including attorney's fees.

27. **Force Majeure.** The time of performance of any duty or obligation of VDOT or CCVI hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, governmental action or other reasons not the fault or, in the case of governmental action, not reasonably within the control, of the party performing such duty or obligation.

28. **No Joint Venture.** No joint venture or partnership is intended by this Agreement, nor shall CCVI be deemed to be an agent of VDOT.

29. **Legal Proceedings.** Each party shall promptly notify the other party of any legal proceedings of which it becomes aware relating to the Sites and Facilities.

30. **Financing Provisions.** CCVI, its successors and assigns, are hereby given the right by VDOT in addition to any other rights herein granted, without VDOT's prior written consent, to mortgage CCVI's interests in the Facilities described by this Agreement and the TSW and assign this Agreement as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of VDOT herein, none of which covenants, conditions or restrictions is or shall be waived by VDOT by reason of the right so given to mortgage such interest in this Agreement, except as expressly provided herein.

31. **Telecommunications Act of 1996.** CCVI and VDOT shall comply with the Telecommunications Act of 1996 ("the Act"). CCVI pledges to resell network bandwidth capacity at fair and reasonable rates to all communications providers. CCVI will further provide a network capable of supporting substantial bandwidth capacity increases.

32. **Rate Structures and Publication.** CCVI shall file with the proper regulatory authorities any and all documents or schedules required for CCVI to enter into the User Licenses contemplated by this Agreement.

33. **Performance Bond.** CCVI shall submit a continuous performance and payment bond securing proper performance of this Agreement in an amount not to exceed \$250,000. The performance and payment bonds may be in one of the following forms as allowed under Virginia's Land Use Permit Manual: performance bond, personal bond, property bond, letter of credit on specific funds, check or cash escrow account. The performance and payment bonds shall be delivered to VDOT upon execution of this Agreement. If using a performance bond, the surety issuing the bonds must be licensed to write surety bonds in the Commonwealth of Virginia. The amount of the performance and payment bond shall be adjusted by CCVI on a continuous basis to

account for the varying amount of work being conducted on VDOT right-of-way at any one time during the construction period; *provided, however*, that VDOT promptly approves completed construction and releases such construction segments from such bonding requirements.

34. Disputes. In the event any dispute arises between the parties relating to the interpretation or performance of this Agreement or payment of any claims hereunder, the parties agree to settle such claims in accordance with Section 7.15 of "The Vendor's Manual".

35. Compliance with Title VII of the Civil Rights Act of 1964. CCVI, its agents, employees, assigns or successors and any person, firm or agent of whatever nature with whom it may contract or make agreement, shall comply with the provisions of Title VII of the Civil Rights Act of 1964, made a part of this Agreement by reference.

36. Compliance with Laws and Regulations. CCVI at all times shall observe and comply with all federal, state and local laws, regulations, ordinances, orders and decrees applicable to the Work and shall indemnify, defend and hold harmless the Commonwealth of Virginia, VDOT and all its officers, agents and employees against any and all claims of liability arising from or based on the violation of any such law, regulation, ordinance, order and decree, by CCVI, its employees and agents in the performance of the work performed under the terms of this Agreement. This clause shall be flowed down to CCVI's subcontractors.

37. Occupational Safety and Health Standards. It is a condition of the Agreement and shall be made a condition of any subcontract entered into pursuant to the Agreement, that CCVI shall not require any individual employed in the performance of the Agreement to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous to their health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor.

In addition, CCVI's attention is directed specifically to the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and to the duties imposed under Section 40.1-51.1 of the Code of Virginia. CCVI shall abide by the aforementioned duties. Any violation of the aforementioned requirements or duties which is brought to the attention of CCVI by any person shall be immediately abated.

Specific questions pertaining to Virginia Occupational Safety and Health Standards can be addressed by Virginia Department of Labor and Industry and by the Office of Employee Safety and Health, Virginia Department of Transportation.

38. Immigration Reform and Control Act of 1986. By signing this Agreement, CCVI certifies that it does not and will not during the performing of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

39. Virginia Fair Employment Contracting Act. CCVI, its agents, employees, assigns or successors and any person, firm or agency of whatever nature with whom they may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act, Section 2.1-374 through 2.1-376.1 of the Code of Virginia (1950), as amended, which is made a part of this Agreement by reference.

40. Equal Employment Opportunity. In connection with the execution of this Agreement, CCVI shall not discriminate against any employee or applicant for employment because of race,

religion, color, sex, national origin, age or handicap. CCVI, its agents, employees, assigns or successors and any person, firm or agency of whatever nature with whom it may contract or make agreement, shall comply with the provision of the President's Executive Order 11246 entitled "Equal Employment Opportunity" and all amendments thereto. Executive Order 11246 as amended is made part of this Agreement by reference.

41. Disadvantaged Business Enterprise. CCVI, its agents, employees, assigns or successors and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of Section 23.43 of 49 CFR Part 23, as amended, which is made part of this Agreement by reference.

42. Persons with Disabilities. CCVI, its agents, employees, assigns or successors and any persons, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginians with Disabilities Act, Section 51.5-40 through 51.5-46 of the Code of Virginia (1950), as amended, the terms of which are incorporated herein by reference.

43. Drug Free Work Place. CCVI acknowledges and certifies that CCVI understands the following acts by CCVI, its employees and/or agents performing services on state property are prohibited:

A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

B. Any impairment or incapacitation from the use of alcohol or other drugs.

44. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

45. Year 2000 Compliance. CCVI will provide all reasonably available information to VDOT and cooperate in VDOT's determination whether the hardware, firmware and software used to provide telecommunications services to VDOT hereunder that incorporate date functions is 4-digit Year 2000 compliant or enabled to accurately process date change data from start to finish, including, but not limited to, 20th and 21st centuries and leap year calculations.

ATTACHED FIGURES

- Figure 1** **Route of limited access roadways to which CCVI is granted rights to construct Facilities**
- Figure 2** **Route of existing conduit system provided to CCVI by VDOT (also see Figures 3B and 3D)**
- Figure 3A** **Route of fibers to be provided to VDOT in rural areas**
- Figure 3B** **Route of fibers to be provided to VDOT in Washington DC metropolitan area**
- Figure 3C** **Route of fibers to be provided to VDOT in Richmond metropolitan area**
- Figure 3D** **Route of fibers to be provided to VDOT in Norfolk metropolitan area**
- Figure 4** **Route of OC-12 backbone to be provided to VDOT**

FIGURE 1

Route of Limited Access Highways to Which CCVI is Granted Rights to Construct Facilities

1. Interstate 95 from the northern terminus at the Woodrow Wilson Bridge (Potomac River crossing) south to the Virginia/North Carolina border.
2. Interstate 395 from the northern terminus at the George Mason Bridge west of Washington south to the intersection of I-95 near Springfield.
3. Interstate 64 from the intersection with I-264 south of Norfolk to the intersection of I-81 near Staunton.
4. Interstate 66 from the intersection of I-66 and Potomac River at the Theodore Roosevelt Bridge west of Washington to the intersection of I-66 and I-81 near Strausburg.
5. Interstate 495 from the south termination at the intersection of I-495 and I-95 north to the Virginia border at the American Legion Bridge.
6. Interstate 295 from the intersection of I-64 northwest of Richmond south to the intersection of I-95 in Petersburg.
7. US Hwy. 58 from the intersection of I-664 west of Norfolk to the intersection of the existing CCVI fiber west of Danville.
8. Virginia Hwy. 234 from the intersection of I-66 south to the intersection with VA Hwy. 28 then southwest along VA Hwy. 28 to the existing CCVI fiber optic cable near the intersection of VA Hwy. 215 near Bristow.
9. US Hwy. 29 from the intersection of I-66 south to the intersection of US Hwy. 522 near Culpeper.
10. US highway 522 from the intersection with US Hwy. 29 near Culpeper south to the existing CCVI fiber optic cable near Everona/Unionville.
11. Interstate Hwy. 81 from the intersection with I-64 near Staunton south to the intersection with US Hwy. 460 in Christiansburg.
12. US Hwy. 460 from the intersection with I-81 in Christiansburg north to the intersection with VA Hwy. 412 in Blacksburg.
13. Interstate Hwy. 264 from the intersection with I-64 east of Norfolk west to US Hwy. 58.
14. Such other limited access rights of way as necessary and prudent to accomplish construction on (i) the above routes, or (ii) the routes on Figure 2 to the extent mutually agreed to by the parties.
15. CCVI will be permitted access to any VDOT controlled roadway to place drop cables into VDOT and CCVI facilities from highway routes listed above necessary to deliver SONET ring services to VDOT.

FIGURE 2

Routes of Existing Conduit System Provided to CCVI by VDOT (also see Figures 3B and 3D)

1. Interstate 395 from the northern terminus at the George Mason Bridge west of Washington south to the intersection of I-95/495 near Springfield. (Note 1)
2. Interstate 95 from the intersection with I-95/495 near Springfield south to the intersection of VA Hwy. 234 near Dumphries.
3. Interstate 95 from the Woodrow Wilson Bridge south of Washington to the intersection of I-395/495 near Springfield. (Note 1)
4. Interstate 66 from the intersection with the Potomac River at the Theodore Roosevelt Bridge west of Washington to the intersection of US Hwy. 29. (Note 1)
5. VA Hwy. 110 from the intersection with I-66 in Rosslyn, VA south to the intersection with I-395 in Arlington, VA. (Note 1)
6. VA Hwy. 267 from I-495 west to VA Hwy. 28 (VDOT agrees to assist CCVI to obtain from the underlying rights owner, MWAA, the right to construct on such rights of way).
7. Interstate 64 from the Hampton Roads Bridge-Tunnel south to the end of the conduit approximately 4 miles south of the intersection with I-264.
8. VA Hwy 44 (Virginia Beach/Norfolk Expy.) from the intersection of I-64 extending east approximately four miles to the end of the conduit.
9. Interstate Hwy. 264 from the intersection of I-64 east of Norfolk west approximately one mile to the end of the conduit.
10. Other VDOT controlled conduits, currently unknown to CCVI, that may be available or become available in the future. Such conduit facilities will be made available to CCVI on an individual case basis.

Note 1 – VDOT has existing conduits and cables on these routes that are currently reported to be congested and unavailable for CCVI use. VDOT will work with CCVI, preferentially to other non Virginia State Government entities, and using reasonable engineering practices, to make space available for CCVI's cable. If space cannot be made available, then CCVI has the right to construct new conduit on these routes.