

EXHIBIT 4

GENERAL LICENSE AGREEMENT

FOR

CONDUIT OCCUPANCY

BETWEEN

PACIFIC NORTHWEST BELL TELEPHONE COMPANY

AND

THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY

for the State of Washington

Dated

July 11, 1988

NOTICE

The information contained herein should not be disclosed to unauthorized persons. It is meant for use only by authorized representatives of the parties hereto.

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PREAMBLE

THIS AGREEMENT, executed this 11th day of July, 1988, between PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Washington, having its principal office in the City of Seattle (hereinafter called "Licensor"), and THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a corporation, organized and existing under the laws of the State of New York, having its principal office in the city of New York (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor proposes to provide access to its conduit system in certain areas of Washington; and

WHEREAS, Licensee desires to place and maintain underground communications facilities within the area described above and desires to place such communications facilities in the conduit system of Licensor; and

WHEREAS, Licensor is willing to permit, under certain conditions and on a nonexclusive license basis, the placement of said communications facilities on or within Licensor's facilities where reasonably available in the area described above and where such use will not interfere with Licensor's service requirements or the use of its facilities by others;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

Article 1
DEFINITIONS

As used in this Agreement:

A) Conduit Occupancy

Occupancy of a conduit system by any item of Licensee's communications facilities.

B) Conduit System

Any combination of ducts, manholes, handholes, and vaults joined to form an integrated whole, which is owned solely or in part by the Licensor.

C) Duct

A single enclosed raceway for wire conductors, cables or innerducts.

D) Innerduct

One of the single enclosed raceways located within a duct, the interior diameter of which raceway shall in no event be less than one inch.

E) Joint User

A party which may occupy a duct either solely or partially owned by the Licensor, in return for granting the Licensor equivalent rights of occupancy of duct which it owns, either solely or partially.

F) Licensee's Communications Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by the Licensee which occupy a conduit system.

G) Make-Ready Work

All work, including but not limited to rearrangement or transfer of existing facilities or other changes required to accommodate the Licensee's communications facilities in a conduit system.

H) Manhole

A subsurface enclosure which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.

I) Prelicense Survey

All work required, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate Licensee's communications facilities in Licensor's conduit system.

Article 2
SCOPE OF AGREEMENT

- A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, nonexclusive, revocable license(s) authorizing the placement of Licensee's communications facilities in those portions of Licensor's conduit system within the State of Washington, which Licensee elects to use.
- B) Nothing contained in this Agreement shall be construed to compel Licensor to construct, extend, or place any duct or other facility for use by the Licensee.
- C) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement or arrangement which Licensor has heretofore entered into, with others not parties to this Agreement regarding the conduit systems covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement or arrangement.

Article 3
FEES AND CHARGES

- A) Licensee shall pay all applicable fees and charges specified in the license(s) granted hereunder within forty-five (45) days after receipt of the bill. Failure to pay all fees and charges on the specified payment date, shall constitute a default of this Agreement, unless the parties hereto agree that unusual circumstances prevented receipt of payment by Licensor. In event that such unusual circumstances occurred, the parties hereto shall mutually agree on a new payment date. In addition, all fees not paid on the specified payment date shall result in a late payment charge of one and one-half (1+1/2) percent per month of the unpaid balance or the highest lawful rate, whichever is less, to Licensor.
- B) Fees and charges for each conduit system occupancy shall be computed on an individual case basis.
- C) Licensor reserves the right to revise the fees and charges specified in any or all license(s) granted hereunder by providing written notice to Licensee sixty (60) days prior to the end of any term of such license(s).

Article 4
TERM OF AGREEMENT AND LICENSE(S)

- A) This Agreement shall continue during such time Licensor is providing conduit system occupancy under any one or more licenses pursuant to this Agreement. In the event that all licenses granted hereunder expire or are terminated, then this Agreement may be terminated by either party with thirty (30) days prior written notice to the other party.
- B) Any license(s) issued hereunder shall continue in effect for an initial term of five (5) years from the date such license(s) is issued unless otherwise specified in such license.

- C) Any license issued hereunder shall be extended for successive terms of five (5) years unless otherwise specified in such license and unless either party provides written notice sixty (60) days prior to the expiration date of such term of its election to terminate such license.
- D) Termination of this Agreement or any license(s) issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

Article 5
TERMINATION OF AGREEMENT AND LICENSE(S)

- A) Licensors shall have the right to terminate this entire Agreement or any license issued hereunder with thirty (30) days prior written notice to Licensee whenever Licensee is in default of any term of this Agreement. Default shall include, but not be limited to, the following conditions:
 - (1) If Licensee knowingly uses its communications facilities or maintains same in violation of any law or in aid of any unlawful act or undertaking; or
 - (2) If Licensee occupies any portion of a conduit system owned by Licensor without having first been issued a license therefore; or
 - (3) If any authorization which may be required of the Licensee by any governmental or private authority for the construction, operations, and maintenance of the Licensee's communications facilities within Licensor's conduit system is permanently denied or revoked; or
 - (4) If the insurance carrier shall at any time notify Licensor or Licensee that the policy or policies of insurance, required under Article 14 hereof, will be cancelled or changed and if in the sole reasonable judgment of Licensor the requirements of Article 14 will no longer be satisfied by policies with other insurance carriers, this Agreement shall terminate upon the effective date of such cancellation or change.
 - (5) Nonpayment as described in Article 3 herein.
- B) Licensor will promptly notify the Licensee in writing of any condition(s) of default by Licensee including those set forth in A) above. Licensee shall take immediate corrective action to eliminate any such condition(s) and shall confirm in writing to Licensor within thirty (30) days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and fails to give the required confirmation, Licensor may immediately terminate any or all license(s) granted hereunder and this Agreement. Licensee shall then have sixty (60) days to remove its facilities from Licensor's conduit system.

- C) In the event of early termination by Licensee or default of this Agreement or any license(s) issued hereunder, the Licensee shall be liable to pay to Licensor a termination liability amount whether or not Licensee has placed its communication facilities in Licensor's facilities. Such early termination charges shall be in accordance with the following schedule:

<u>Years Remaining in License(s)</u>	<u>Percent of Total Fees and Charges Remaining in License(s)</u>
16+	100%
11-15	75%
6-10	50%
1-5	25%
0	0%

- D) If this Agreement or any license(s) granted hereunder is terminated for reasons other than default or early termination, then Licensee shall remove its communications facilities from Licensor's conduit system within twelve months (12) from the date of termination; provided, however, that Licensee shall be liable for and pay all fees and charges provided for in this Agreement to Licensor until Licensee's communication facilities are physically removed.
- E) If Licensee does not remove its communications facilities from Licensor's conduit system within the applicable time periods specified in this Agreement, Licensor shall have the option to; (i) remove such facilities at the expense of Licensee and without any liability on the part of Licensor to Licensee therefore; or (ii) assess a charge not to exceed forty percent (40%) of the fees and charges specified in the license(s) so terminated. Such charge is in addition to the fees and charges specified in the terminated license(s) and shall be calculated on a daily basis for each day that Licensee's communication facilities remain in Licensor's conduit system.

Article 6
SPECIFICATIONS

- A) Licensee's communications facilities shall be placed and maintained in accordance with the requirements and specifications of current applicable Pacific Northwest Bell Telephone Company Practices and the current editions of the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) and the rules and regulations of the Occupational Safety and Health Act (OSHA), all of which are incorporated by reference in this Agreement, and any governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply.
- B) If any part of Licensee's communications facilities is not placed and maintained in accordance with A) preceding, and Licensee has not corrected the violation within thirty (30) days from receipt of written notice thereof from Licensor, Licensor may at its option correct said condition. Licensor will attempt to notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the safety of the Licensor's employees or the public, interfere with the performance of the Licensor's service obligations, or

(Article 6 continued)

pose an immediate threat to the physical integrity of the Licensor's facilities, the Licensor may perform such work and take such action that it deems necessary without first giving written notice to the Licensee by giving telephone notice to Licensee. As soon as practicable thereafter, Licensor will advise Licensee in writing of the work performed and the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. The Licensee shall be responsible for paying the Licensor for all reasonable costs incurred by the Licensor for all work, action, and reaccommodation performed by Licensor under this subsection.

Article 7
LEGAL REQUIREMENTS

Licensor shall be responsible for obtaining from appropriate public and private authority any required authorization to construct, operate and maintain its conduit facilities on public and private property. Licensee shall be responsible for obtaining from the appropriate public and private authority any required authorization to place, operate and maintain its communications facilities on public and private property before it occupies conduit system located on such public and private property.

Article 8
ISSUANCE OF LICENSES

Before Licensee may occupy any portion of a conduit system, Licensee must make written application for and have received a written license from the Licensor. Such application(s) and license(s) shall be in the form attached hereto as Appendix 1, Forms A-1 through A-5. Such license(s) shall state the time needed to accomplish any make-ready work necessary to accommodate Licensee's facilities. License applications shall be submitted to the Licensor at the address set forth in Article 20 herein.

Article 9
PRELICENSE SURVEY AND MAKE-READY WORK

- A. When an application for conduit system occupancy is submitted by the Licensee, a prelicense survey by the Licensor will be required to determine the availability of the conduit system to accommodate Licensee's communications facilities. A representative of the Licensee may accompany the Licensor's representative on the field inspection portion of such prelicense survey.
- B. The Licensor retains the right, in its sole judgment, to determine the availability of space in a conduit system. In the event the Licensor determines that rearrangement of the existing facilities in the conduit system is required before Licensee's communications facilities can be accommodated, the make-ready charges that will apply for such rearrangement work will be specified as nonrecurring charges on the associated license. Such charges will be due and payable in accordance with Article 3 herein.
- C. In performing all make-ready work to accommodate Licensee's communications facilities, Licensor will endeavor to include such work in its normal work load schedule.

Article 10

CONSTRUCTION, MAINTENANCE AND REMOVAL OF COMMUNICATIONS FACILITIES

- A) Licensee shall, at its own expense, construct and maintain its communications facilities in conduit systems covered by this Agreement and all license(s) issued hereunder in a safe condition and in a manner acceptable to Licensor, so as not to physically conflict or electrically interfere with the facilities attached thereon or placed therein by the Licensor, joint users, or other authorized licensees. Licensee shall place its communication facilities in accordance with Licensor's work diagram, incorporated herein by reference, which will be provided to Licensee upon execution of the license(s) hereunder.
- B) The Licensee must obtain prior written authorization from the Licensor, approving of the work and the party performing such work, before the Licensee shall install, remove, or provide maintenance of its communications facilities in any of Licensor's conduit systems. If Licensor does not provide such written notification to Licensee within seven (7) days, authorization shall be granted. Licensor shall not withhold such authorization without good cause.
- C) Licensee shall notify Licensor of any removal(s) or modification(s) of Licensee's communications facilities from any of Licensor's conduit systems. Removal notification shall be in the form provided in Appendix 1, Form A-6. If Licensee desires to modify its facilities that are located in Licensor's conduit system, Licensee shall first notify Licensor of such intent. Such notification shall be in the forms provided in Appendix 1, Forms A-4, A-5 and A-6. Licensor reserves the right to refuse such request if the modifications would create any problems to Licensor's facilities.
- D) For each license issued hereunder, Licensor shall designate the particular duct(s) or innerduct(s) to be occupied, the location and manner in which Licensee's communications facilities will enter and exit Licensor's conduit system and the specific location for any associated equipment which is permitted by Licensor to occupy the conduit system. Such specifications will be provided by Licensor to Licensee on Licensor's work diagram incorporated herein by reference.
- E) Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Licensee's employees, agents or contractors will be permitted to enter or work in Licensor's manholes only when an authorized employee or agent of Licensor is present or if prior authorization waiving this requirement is granted by the Licensor. If Licensor's employee or agent observes any unsafe practices or hazardous conditions occurring as a result of the work being performed by Licensee's employees or agents, Licensor shall contact Licensee's authorized representative for resolution of the problem. Licensee agrees to pay Licensor for having Licensor's employee or agent present when Licensee's work is being done in and around Licensor's conduit system. Such charges shall be the Licensor's fully loaded labor rates then in effect.

- F) In the event of any service outage affecting both Licensor's and Licensee's facilities, both parties shall mutually agree on reasonable restoral plans.
- G) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency facilities shall be removed within ninety (90) days after the date Licensee replaces its existing facilities in one duct with the placement of substitute facilities in another duct unless Licensee applies for and Licensor grants a license for such conduit system occupancy. In cases where an emergency exists that effects both parties, and where only one spare innerduct or duct is present, Licensor has maintenance priority.
- H) If Licensee fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of the Licensor for damage to such facilities or without any liability for any interruption of Licensee's services, or may, at its option, take over said facilities at a price to be negotiated between the parties. Should Licensor under the provisions of this Article or any other applicable Article of this Agreement remove Licensee's facilities from the conduit systems covered by this Agreement, Licensor will deliver to Licensee the facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor. Nothing in this Article shall operate to prevent Licensor from pursuing, at its option, any other remedies under this Agreement or at law or in equity.
- I) Licensee shall advise Licensor in writing as to the date on which the removal of its communications facilities from each portion of conduit system has been completed. Such notification shall be in the form provided in Appendix 1, Form A-6.

Article 11

INSPECTION OF LICENSEE'S COMMUNICATIONS FACILITIES

- A) Licensor reserves the right to make periodic inspections of any part of Licensee's communications facilities occupying Licensor's conduit system.
- B) The frequency and extent of such inspection by Licensor will depend upon Licensee's performance hereunder.
- C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. A representative of the Licensee may accompany the Licensor's representative on such field inspections.
- D) The making of periodic inspections or the failure to do so shall not operate to impose upon Licensor any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

Article 12
UNAUTHORIZED UTILIZATION OR OCCUPANCY

- A) If any of Licensee's communications facilities shall be found occupying conduit systems for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement, may impose a charge of ten dollars (\$10.00) per duct foot and five hundred dollars (\$500.00) for each item of unauthorized equipment within a manhole, and require Licensee to submit in writing, within 15 days after receipt of written notification from Licensor of the unauthorized utilization, or occupancy, a conduit system occupancy license application. If such application is not received by the Licensor within the specified time period or if Licensor determines otherwise, Licensee may be required at Licensor's option to remove its unauthorized occupancy or cease its unauthorized utilization within sixty (60) days of the final date of submitting the required application, or Licensor may at Licensor's option remove Licensee's unauthorized facilities without liability, and the expense of such removal shall be borne by Licensee.
- B) No act or failure to act by Licensor with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

Article 13
LIABILITY AND DAMAGES

- A) Licensor shall exercise precaution to avoid damaging the communications facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors. Licensor agrees to reimburse the Licensee for all reasonable direct costs incurred by the Licensee for the physical repair of such facilities damaged by the negligence of Licensor. Licensor shall not, however, be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications facilities, or for any special, indirect, or consequential damages arising in any manner, including Licensor's negligence, out of the use of conduit systems or Licensor's actions or omissions in regards thereto and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, or causes of action by Licensee's customers, and costs and attorney's fees resulting from damaging the communications facilities.
- B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of other occupants of the conduit system at any time and shall make an immediate report to the owner of facilities so damaged and Licensee assumes all responsibility for any and all direct loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall have no responsibility for any indirect, special, or consequential damages. This paragraph B shall survive the termination of this Agreement and any license issued hereunder.

- C) Licensee shall indemnify, protect and save harmless the Licensor from any and all damages and costs, including attorney's fees, incurred by the Licensor arising as a result of Licensee's breach of Article 7 hereof.
- D) Licensee shall indemnify, protect and save harmless the Licensor and joint user from and against any and all claims, demands, causes of actions and costs, including attorney's fees, for damages to property and injury or death to persons, including but not limited to payments under any Workmen's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the placement, maintenance, presence, use or removal of Licensee's facilities, or by any act or omission of the Licensee's employees, agents or contractors.
- E) Licensee shall promptly advise the Licensor of all claims relating to damage of property or injury or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the placement, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made to Licensee's insurer by the Licensee or others shall be furnished promptly to the Licensor.
- F) In the event that Licensor issues a license to Licensee for conduit system occupancy and Licensee is unable to use Licensor's duct or innerduct due to previous damage to such duct or innerduct, Licensor shall incur the cost to repair such facilities. However, in no event shall Licensor be liable to Licensee for any lost time or any other indirect damages or charges incurred by Licensee as a result of such damaged facilities.

Article 14
INSURANCE

- A) Licensee shall obtain and maintain insurance, including endorsements insuring the indemnification provisions of this Agreement, issued by an insurance carrier mutually satisfactory to Licensor and Licensee to protect the Licensor from and against all claims, demands, causes of actions, judgments, costs, including attorney's fees, expenses and liabilities of insurable kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Agreement including Article 13 preceding.
- B) The amounts of such insurance:
 - 1) against liability due to damage to property shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 aggregate, and;
 - 2) against liability due to injury or death of persons shall be not less than \$2,000,000 as to any one person and \$2,000,000 as to any one occurrence.
- C) Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after thirty (30) days written notice to Licensor. Such certificates shall be in a form mutually satisfactory to Licensor and Licensee.

- D) All insurance required in accordance with B) and C) preceding must be effective before Licensor will authorize occupancy of a conduit system and shall remain in force until such Licensee's facilities have been removed from all such conduit systems. In the event that the Licensee shall fail to maintain the required insurance coverage, Licensor may pay any premium thereon falling due, and the Licensee shall forthwith reimburse the Licensor for any such premium paid.
- E) Notwithstanding the foregoing, Licensee may self insure for any coverage required hereunder. Licensee assumes no responsibility for any liability except as set forth in any indemnification provision hereunder.

Article 15
COMPLIANCE WITH LAWS

Both parties hereunder shall comply with all applicable provisions of workmen's compensation laws, unemployment compensation laws, the Federal Social Security Law, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations.

Article 16
CONFIDENTIALITY

Both Licensor and Licensee agree to treat this Agreement and any other related information whether in tangible form or obtained from the use of Licensor's conduit system, as proprietary, and said information shall not be reproduced, published, or disclosed to any third party without the prior written consent of the other party. All copies of information provided to either party shall be returned to disclosing party upon request or termination of this Agreement. Each party shall take all necessary precautions, including, but not limited to, informing its employees of the proprietary nature of any information provided by the disclosing party and the need to guard the secrecy of such information, and limit access to such information to employees of recipient party who have a need for such information to perform its obligations hereunder.

Article 17
AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any conduit system covered by this Agreement.

Article 18
ASSIGNMENT OF RIGHTS

- A) Licensee shall not assign, transfer, or sublicense this Agreement or any license or any authorization granted under this Agreement and this Agreement shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor. Licensor may withhold such consent in its sole discretion. Licensee shall pay \$100 administrative processing fee to Licensor prior to consent being granted.

- B) In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of the Licensee.

Article 19
FAILURE TO ENFORCE

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect. Any waiver must be in writing and signed by both parties.

Article 20
NOTICES AND DEMANDS

All demands and requests given by one party to the other party shall be in writing and shall be deemed to be duly given on the date delivered in person, by telex, cablegram, United States mail or deposited, postage prepaid, in the United States mail, addressed as follows:

To Licensee:

The American Telephone and Telegraph Company
 Attention: _____
 (Address) _____
 (City, State, Zip Code) _____

To Licensor:

Pacific Northwest Bell Telephone Company
 Attention: _____
 (Address) _____
 (City, State, Zip Code) _____

or to such address as the parties hereto may from time to time specify in writing.

Article 21
MISCELLANEOUS

- A) In any action brought pursuant to the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the other party any and all reasonable attorneys' fees incurred by such party in connection with such action.
- B) This Agreement shall be construed in accordance with the laws of the State where the licensed conduit system is located.
- C) Any modification of any terms and conditions of this Agreement, shall be set forth in writing and signed by the parties hereto.

Article 22
ENTIRE AGREEMENT

- A) This Agreement, together with all Appendices attached hereto, executed during the term of this Agreement, shall constitute the entire Agreement between the parties with respect to the subject matter hereof.
- B) This Agreement supersedes all previous agreements, whether written or oral, between Licensor and Licensee for attachment and maintenance of Licensee's communications facilities in conduit systems within the geographical area covered by this Agreement except as expressed herein. All currently effective licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.
- C) Both parties hereto represent they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein and acknowledge a receipt of a signed, true and exact copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Licensee:

**The American Telephone and
Telegraph Company**

Signed: *G. R. Serpan*

Name: G. R. Serpan

Title: Vice President-Network Ops.

Date Signed: August 8, 1988

Licensor:

**Pacific Northwest Bell Telephone
Company**

Signed: *J. B. Wingert*

Name: J. B. WINGERT

Title: Vice President-Network Facilities

Date Signed: July 11, 1988

Concurred by:
U S WEST Carrier Marketing

Signed: *Glenn Means*

Name: Glenn Means

Title: Account Consultant

Date Signed: 7/14/88

APPROVED
AS TO FORM

DAK 7/26/88

Attorney

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made a part of the General License Agreement for Conduit Occupancy dated July 11, 1988 between Pacific Northwest Bell Telephone Company, d/b/a U S WEST Communications, having its principal office in the City of Seattle (hereinafter called "Licensor"), and The American Telephone and Telegraph Company having its principal office in the City of New York (hereinafter called "Licensee").

The parties agree that said Agreement is hereby amended as follows:

Appendix 1, Form A-2 and Form A-3 License Agreement No. WA-001C, Conduit Occupancy License Number WA-00426 are hereby replaced with the attached Appendix 1, Form A-2 and Form A-3 License Agreement No. WA001C, Conduit Occupancy License Number 90-2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

Licensee:

THE AMERICAN TELEPHONE AND
TELEGRAPH COMPANY

Signed: C.A. Harris

Printed Name: C.A. HARRIS

Title: District Manager - OSP

Date Signed: 10/17/90

Licensor:

U S WEST COMMUNICATIONS

Signed: J.B. Wingert

Printed Name: J. B. Wingert

Title: Vice President-Network Facilities

Date Signed: 9/27/90

U S WEST Communications
Sixteen Hundred Bell Plaza
Seattle, Washington 98191

USWEST
COMMUNICATIONS ®

September 23, 1988

Mr. Roger Bossert
AT&T
4430 Rosewood Drive, Room 3684
Pleasanton, California 94566

Dear Roger:

It has come to my attention that Article 20 of the General License Agreement for the state of Washington was inadvertently left blank. Please forgive this oversight. The information for Licensor should read as follows:

Pacific Northwest Bell Telephone Company
Attention: R. A. Rosillo
(Address) Suite 100
(City, State, Zip Code) 5820 Stoneridge Mall Road
Pleasanton, California 94566

I am informed that the information to be included in the Licensee portion of that same article should be:

The American Telephone and Telegraph Company
Attention: District Manager
(Address) Room 3610
(City, State, Zip Code) 4430 Rosewood Drive
Pleasanton, California 95466

Again, I regret any inconvenience this omission may have caused. Please feel free to fill in the necessary information. If I can be of further assistance, please call.

Sincerely,



Frances M. Gunderson
Manager
1600 - 7th Avenue, Room 2603
Seattle, Washington 98191

Inspector: Terry Carlson

Department of Engineering

Application for Utilities Permit

The undersigned (pursuant to SMC Title 15) hereby applies for permission to: ENTER EXISTING MANHOLES TO REMOVE CABLE FROM EXISTING CONDUITS ON:

- 1. 4th Ave from Denny Way to Pine St
2. Pine St from 4th Ave to 3rd Ave
3. 3rd Ave from Pine St to Spring St
4. Seneca St from 3rd Ave to Harvard Ave
5. Spring St from 3rd Ave to 4th Ave
6. Spring St from 6th Ave to 7th Ave
7. Madison St from 4th Ave to Broadway
8. E Madison St from Broadway to E Pike St
9. E Pike St from Belmont Ave to 18th Ave
10. E Union St from Harvard Ave to E Madison St
11. 6th Ave from Spring St to Seneca St
12. Hubble Place from Spring St to Seneca St
13. 4th Ave from Madison St to Spring St
14. Boylston Ave from Seneca St to E Pike St
15. Harvard Ave from Seneca St to E Pike S

This permit does not cover that portion of the project that lies within the Seattle Center grounds.

Restoration N/A

Permittee: AT&T

By: [Signature] Date: 09/17/96

Address: 1431 N. Market Boulevard, Suite 9, Sacramento, Cal 95834 Steve Glockzin/(916) 928-0844

WORK UNDER THIS PERMIT SHALL BEGIN WITHIN SIX MONTHS OF THE DATE OF THE PERMIT UNLESS OTHER ARRANGEMENTS ARE MADE, OTHERWISE PERMIT SHALL BE REVOKED. Work Shall not begin until City inspector has been notified at least 24 hours in advance. Call Terry Carlson at 684-5253

FAILURE TO CALL WILL RESULT IN THE ASSESSMENT OF A MINIMUM OF TWO HOURS INSPECTION TIME CHARGED AGAINST THE PERMITTEE.

PERMITTEE/CONTRACTOR AGREES TO:

- Comply with all City Ordinances and regulations;
Notify any utility or property owner subject to damage or inconvenience during performance of the work, and, permittee/contractor shall make all arrangements necessary for the protection of any such utility or owner interest;
Execute the work with diligence and with due respect to all property, contracts, persons, rights and the interests and convenience to the public;
Save the City harmless from any and all damages which may accrue to any person or property because of this installation or maintenance.

NOTIFY THE UTILITIES OF THE WORK BY CALLING 1-800-424-5555 48 HOURS BEFORE DIGGING. FAILURE TO CALL SHALL VOID PERMIT.

Comply with special conditions below and on back as noted:

6(\$80.00); 8; 9; 10; 12; 13; and 14.

Permit type: UG Construction

Maintain a minimum of: Other

Hours of work:

See conditions #13 and #14 on back of permit.

Conditions of permit:

Text too long to fit. see continuation sheet

Date: / / Director of Engineering: Cyril E.B. Juanitas, Jr. By _____

The undersigned accepts this permit and agrees to abide by the conditions thereof.

Permittee: AT&T

By: [Signature] Date: 10/3/96

REPORT ON APPLICATION

SPECIAL CONDITIONS

THESE CONDITIONS APPLY ONLY WHEN NOTED ON FACE OF PERMIT

1. Line of main shall be established by survey.
2. Backfilling and replacing of pavement between the curb and property line shall be done by the permittee to the satisfaction of the Director of Engineering. Permanent paving done by permittee shall be completed within 30 days of installation of facility.
3. Backfilling and replacing of pavement between curbs shall be done by the Director of Engineering at the permittee's expense.
4. Backfilling and replacing of pavement between curbs may be done by the permittee who shall guarantee the integrity of the completed work for a period of five years from the date of final acceptance.
5. File an approved surety indemnity bond to protect the City and/or approved public liability insurance naming the City as an additional insured in the amounts specified on the face of the permit.
6. A permit fee as specified on the face of permit shall be paid to the City Finance Department when petitioner accepts permit, and inspection time will be invoiced separately.
7. A guarantee deposit shall be made with the Director of Engineering. The deposit shall be applied towards payment of inspection time and any other costs incurred by the City in conjunction with work authorized by this permit. Any remaining money from the deposit shall be returned to the permittee. Any additional costs incurred by the City will be separately invoiced.
8. Local improvements must not be delayed by work authorized by this permit.
9. This permit is temporary only and all construction authorized hereby is to be removed within thirty (30) days' notice from the Director of Engineering.
10. This permit is not transferable.
11. Location does not conform to established standards. Approval of this permit is not to be construed as precedent for future installations.
12. "No Park" signs shall include the utility company and/or contractor name and telephone number.
13. No moving traffic lanes shall be closed during peak hours (6-9:00 A.M. & 3-6:00 P.M. in the Central Business District and 7-9:00 A.M. & 4-6:00 P.M. for arterials elsewhere).
14. Permittee and its contractor(s) shall be in compliance with the noise regulations of Seattle at all times (S.M.C. 25.08).

UNDERGROUND CONSTRUCTION

BACKFILL AND REPAIR OF STREET/ALLEY RIGHT-OF-WAY TO BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE "STREET AND SIDEWALK PAVEMENT OPENING AND RESTORATION RULES."

Installation shall be made in paved areas by a method approved by the Director of Engineering. Cuts shall be made only in locations approved by the Director of Engineering. On arterial streets excavated materials shall be completely removed from the street surface and holes plated over to carry vehicular traffic when work is not in progress. All lawns and planting strips shall be restored to the same or better condition than was found. Signs, cones, barricades, and all other traffic control devices to protect and control pedestrian and vehicular traffic in the construction area shall be used as prescribed by the Traffic Engineer and in conformance with the City of Seattle "Traffic Control Manual for In Street Work" and with the "Manual on Uniform Traffic Control Devices for Streets and Highways, Part V- Traffic Controls for Highway Construction and Maintenance Operations," as adopted by the Washington Highway Commission. Open trench work and excavated material shall have proper barricading and lighting at all times. Protected pedestrian walkways are to be provided at all times.

As specified on face of permit: One or more traffic lanes shall be kept open for moving traffic in direction required. Moving traffic shall be property controlled to protect same by uniformed flagmen if specified. Parking shall be prohibited by official signs or parking meter hoods. Hours of operation during construction and restoration shall be as specified.

Ingress and egress for vehicles and personnel to business property shall be maintained at all times on all streets and alleys. All streets, alleys and driveways shall be kept open for use when work is not in progress. Locations and depths shall be shown in red on supplemental plan attached hereto, unless some unknown obstacle is encountered, in which case location will be designated by the Director of Engineering.

Where applicable, curb ramps shall be installed, per city policy and standards and State Law.

MAINTAIN A MINIMUM OF 36" COVER ON ALL UNDERGROUND INSTALLATIONS, UNLESS OTHERWISE APPROVED BY THE DIRECTOR OF ENGINEERING OR SPECIFIED ON FACE OF PERMIT.

AERIAL CONSTRUCTION

Poles replaced shall be removed within 30 days from date new poles are set.

All poles shall be located on lot lines whenever possible.

Petitioner shall comply with State laws governing aerial construction.

Summary

Start date: / /

End date: / /

Fee: \$0.00

Bond: \$0.00

Receipt:

Bond file:

Date: / /

Date: / /

No deposits

Full text of Conditions of permit:

Permittee shall have an off-duty, uniformed, police officer at all affected signalized intersections during active working hours to direct traffic and to countermand the traffic signals, if necessary, to clear traffic backups, or as required by the Seattle Engineering Department's, Street Use Inspector. These officers are not for the convenience of the permittee or its contractor(s), but rather to facilitate traffic movements.

A certified flagger is required within the construction zone during active working hours to direct traffic if the need arises.

In order to provide safe and effective work areas and to warn, control, protect, and expedite vehicular and pedestrian traffic, signage for the construction project must comply with the City of Seattle's "Traffic Control Manual For In-Street Work" (most recent edition).

Permittee shall submit traffic control plans to the City Traffic Engineer's office (Marilyn Vancil/684-5111) for any work necessitating the closure of one or more traffic lanes; subject plans to be submitted for review and approval a minimum of ten working days before the start of work.

Temporary traffic lanes created during this work shall be a minimum of eleven feet in width.

Maintain a four-foot (4') wide walkway for pedestrians through the work area. Emergency access along with access to businesses and hotels/apartments shall be maintained at all times during construction on affected streets. (Permittee shall at all times maintain safe and convenient access for pedestrians through the construction areas; said access shall be subject to the review and approval of the City's utility field inspector.)

A minimum of one week's notice shall be given by permittee when driveway or delivery access will be restricted.

Within the construction zone, permittee will be responsible to have parking restriction easels up along with parking meters and load zone signs hooded a minimum of 24 hours in advance of the need to clear parking; contact the Transportation Services' office at 684-5086 for information on fees and procedures. (When work is not in progress, parking areas shall be returned for use, in so far as practicable.)

At any intersection a minimum of three crosswalks shall remain open at all times

Permittee to contact the METRO Construction Information Center (684-2732) five working days prior to starting any work which may affect bus stop zones, bus routes, or other bus operations.

Permittee shall contact all businesses, hotels, and residents who may be affected by the work to be done under this permit at least 72 hours before starting any construction activity in the street rights-of-way. Also, the Downtown Business Association shall be contacted by the permittee and advised of the scope of permittee's project in the Central Business District of Seattle.

Permittee to coordinate this work with any other contractors working near its construction zone to avoid conflicts.

Hours of work shall be in accordance with the City of Seattle Traffic Control Manual for In-Street Work, Page #4, General Requirements, Item "C".

No work shall occur in certain areas of the Central Business District, and the International District between Thanksgiving and January 1, see Section 5.10 of the Seattle Engineering Department's "Street and Sidewalk Pavement Opening and Restoration Rules".

Permittee agrees to pay all inspection time (\$90/hour) and any other costs which may be incurred by the Seattle Engineering Department in conjunction with the work to be done under this permit.

PERMITTEE SHALL COORDINATE AND OBTAIN APPROVAL FROM THE SEATTLE CENTER FOR THAT PORTION OF THE PROJECT THAT LIES WITHIN THE SEATTLE CENTER GROUNDS.