

**ORIGINAL****UNITED STATES BANKRUPTCY COURT for the Southern District of New York**In re (Name of Debtor)  
**Allegiance Telecom, Inc., et al.**Case Number  
03-13057 (RDD)  
(Jointly Administered)**RECD JUL 15 2004**

Name of Creditor (The person or entity to whom the debtor owes money or property):

Looking Glass Networks, Inc.  
c/o Jodi J. Caro  
1111 West 22nd Street, Suite 600  
Oak Brook, IL 605230 Check box if you are aware of any claim relating to **ANY OTHER CLAIM RELATING TO ALLEGIANCE TELECOM, INC.** copy of statement **03-13057 (RDD)**0 Check box if you have received any notices from the bankruptcy court in this case. **2041**

Name and Addresses Where Notices Should be Sent:

Above address

-and-

Lee S. Attanasio  
Sidley Austin Brown & Wood LLP  
787 Seventh Avenue  
New York, NY 10019

0 Check box if the address differs from the address on the envelope sent to you by the court.

Telephone No. **212-839-5300**

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if this claim: ☐ replaces  
☐ amends a previously filed claim, dated: \_\_\_\_\_**1. Basis for Claim**

- ☐ Goods sold  
☒ Services performed  
☐ Money Loaned  
☐ Personal injury/wrongful death  
☐ Taxes  
☒ Other **Contractual Termination Fees: Retention Damages**

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)  
☐ Wages, salaries, and compensations (Fill out below)  
 Your SS# \_\_\_\_\_  
 Unpaid compensation for services performed  
 From \_\_\_\_\_ to \_\_\_\_\_  
 (date) (date)

**2. Date debt was incurred: \*See attached schedule****3. If court judgment, date obtained:****4. Total Amount of Claim at Time Case Filed: \$3,807,699 plus any outstanding pre-petition amounts**

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

- ☐
- Check this box if claim includes interest as other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

**5. Secured Claim.**

- ☐
- Check this box if your claim is secured by collateral (including a right of setoff)

Brief Description of Collateral:

- ☐
- Real Estate
- ☐
- Motor Vehicle
- ☐
- Other

Value of Collateral:

Amount of arrearage and other charges at time case filed included in Secured claim above, if any:

**6. Unsecured Priority Claim.**

- ☐
- Check this box if you have an unsecured priority claim:

Amount entitled to priority \$ \_\_\_\_\_

Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)  
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)  
☐ Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)  
☐ Alimony, maintenance, as support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)  
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)  
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a- ) \*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.**

THIS

**8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. \*See attached schedule**  
DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.**9. Date Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.**

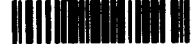
Date

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

7-9-04

*Jodi J. Caro*

Allegiance Claim



02905

S.D. OF N.Y.

2004 JUL 12 P 4:24

FILED  
U.S. BANKRUPTCY COURT

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 11
	)	Case No 03-13057 (RDD)
ALLEGIANCE TELECOM, INC , <u>et al</u> ,	)	
	)	Jointly Administered
Debtors	)	

**SCHEDULE TO PROOF OF CLAIM**

**A Basis of Claim**

1 On February 27, 2002, Looking Glass Networks, Inc ("LGN") entered into that certain Dark Fiber Services and IRU Agreement (the "IRU Agreement") with Allegiance Telecom, Inc ("Allegiance" or the "Debtors") A copy of the IRU Agreement is attached hereto as Exhibit A <sup>1</sup> By operation of the Debtors' Third Amended Joint Plan of Reorganization (the "Plan"), Allegiance rejected certain executory contracts, including the IRU Agreement <sup>2</sup> The Debtors' rejection of the IRU Agreement will become effective on August 1, 2004 (the "Rejection Date")

<sup>1</sup> The IRU Agreement, among other agreements, was one attachment to that certain Global Customer Agreement entered into on February 27, 2002 between Allegiance Telecom Company Worldwide, a wholly-owned subsidiary of Allegiance Telecom, Inc and LGN (the "Global Customer Agreement") The Debtors previously assumed and assigned the Global Customer Agreement and all agreements attached to the Global Customer Agreement (the "Ancillary Agreements") other than the IRU Agreement Nothing in this Proof of Claim should be construed as a waiver of any of LGN's rights under the Global Customer Agreement and the Ancillary Agreements including, without limitation, the right to payment of any cure amounts

<sup>2</sup> Initially, the IRU Agreement, as part of the Global Customer Agreement, was to be assumed by the Debtors However, without providing LGN with notice of rejection, the Debtors decided to reject the IRU Agreement despite their previous decision to assume the Global Customer Agreement and all of its Ancillary Agreements The filing of this Proof of Claim is not a waiver or release of LGN's rights against the Debtors with regard to the Debtors' failure to provide proper notice or any arguments regarding the ability to sever the IRU Agreement for purposes of rejection

2 Pursuant to the IRU Agreement, Allegiance was provided with the exclusive right to use certain fibers (the “Customer Fibers”) in a fiber optic cable within one or more of the conduits or innerducts of LGN’s fiber optic telecommunications systems. In connection with the Customer Fibers, the Debtors submitted two service orders for the use of a number of Customer Fibers (the “Service Orders”). Attached hereto as Exhibit B are copies of the Service Orders.

**B Amount and Nature of Claim**

3 Subject to the reservation of rights outlined below, LGN files this Claim for damages in connection with the rejection of the IRU Agreement, and for damages in connection with the Debtors’ failure to perform its obligations under the IRU Agreement, and any pre-petition amounts the Debtors are still obligated to pay to LGN. Thus, the Debtors are indebted to LGN for an aggregate of \$3,807,699 pursuant to the terms of the IRU Agreement and in respect of the Debtors’ rejection of the IRU Agreement calculated as follows:

Service Order Number 1008220 was entered into by the Debtors for a fifteen (15) year term and is comprised of a monthly recurring charge of \$19,089. Starting from the Rejection Date, twelve (12) years and eleven (11) months remain on the term of this Service Order which results in a total of \$2,958,795 in rejection damages.

Service Order Number 1008222 was entered into by the Debtors for a fifteen (15) year term and contains a monthly recurring charge of \$5,208. The remaining term of this Service Order is thirteen (13) years and eleven (11) months which results in a total of \$848,904 in rejection damages.

The total rejection damages of both Service Orders equals **\$3,807,699** (the “Rejection

Claim”) In addition to the Rejection Claim, this Proof of Claim encompasses any outstanding pre-petition obligations incurred by the Debtors that are due and owing to LGN

**C Reservation of Rights**

4 No judgment has been rendered on any of the claims contained herein

5 LGN has credited the Debtors for all payments made on this Claim Upon information and belief, the Claim is not subject to any counterclaim or setoff

6 LGN reserves the right to (i) amend, update and/or supplement this Proof of Claim at any time and in any respect, (ii) file additional proofs of claim for additional claims which may be based on the same or additional documents or other liability or indebtedness of the Debtors to LGN, or (iii) file a request for payment of administrative expenses in accordance with 11 U S C §§ 503 and 507 including, without limitation, for expenses included in the total amount of this Proof of Claim, and/or (iv) to assert a right of recoupment, and/or a right of setoff pursuant to 11 U S C § 553, with respect to any claims described herein The filing of this Proof of Claim is not (a) a waiver or release of LGN’s rights against any person, entity or property, (b) a consent by LGN to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving LGN, (c) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of the Bankruptcy Court, with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving LGN, or to assert that the reference has already been withdrawn with respect to the subject matter of this Claim, any objection hereto, or any other proceeding commenced in this case against or otherwise involving LGN, (d) an election of remedy, or (e) a

waiver of any past, present or future defaults or events of defaults

**D Names and Addresses Where Notices Should be Sent**

Looking Glass Networks, Inc  
c/o Jodi J Caro  
1111 West 22nd Street, Suite 600  
Oak Brook, IL 60523

With copies to

Sidley Austin Brown & Wood LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention Lee Attanasio  
Telephone (212) 839-5300

LOOKING GLASS NETWORKS, INC.  
DARK FIBER SERVICES AND IRU AGREEMENT

THIS DARK FIBER SERVICES AND IRU AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of February, 2002, by and between LOOKING GLASS NETWORKS, INC., a Delaware Corporation ("LGN") with offices at 1111 W 22nd Street, Oak Brook, IL 60523 and Allegiance Telecom, Inc., a Delaware corporation and wholly-owned subsidiary of Allegiance Telecom, Inc., with offices at 9201 N Central Expressway, Dallas, Texas 75231 ("Customer")

**RECITALS**

**WHEREAS**, LGN has constructed or is in the process of constructing fiber optic communications systems in metropolitan areas throughout the United States ("LGN Systems") as generally depicted and/or described on Exhibit A attached hereto ("LGN System Routes"),

**WHEREAS**, LGN further intends to install fiber optic cable ("Cable") within one or more of the conduits or innerducts of the LGN Systems,

**WHEREAS**, Customer desires to obtain the exclusive right to use certain fibers in the Cable ("Customer Fibers") which are further described in Exhibit B and the Service Order(s) attached hereto,

**WHEREAS**, LGN is willing to grant Customer the exclusive right to use the Customer Fibers subject to the terms and conditions contained herein

**NOW THEREFORE**, in consideration of the foregoing Recitals and the covenants and agreements set forth below, LGN and Customer hereby agree as follows

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Agreement, words spelled with initial capital letters (other than proper names, section headings, and the beginnings of sentences) shall have the defined meanings set forth in the applicable provisions of this Agreement or in this Article I

- 1 01 **"Affiliate"** shall mean, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under the common control with, such specified Person ("control", "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor or otherwise)
- 1 02 **"Completion Date"** shall mean the respective estimated dates for completion of the LGN System Routes in each metropolitan area as set forth in Exhibit B attached hereto
- 1 03 **"Costs"** shall mean the actual, reasonable direct costs paid or payable in accordance with the accounting procedures generally used by LGN including (i) direct costs and out of pocket expenses on a direct pass-through basis, (ii) internal labor costs, direct wages and salaries and overhead, and (iii) external costs of contractors, subcontractors or others providing service to LGN
- 1 04 **"Customer Agreement"** shall mean that Global Customer Agreement entered into between

Customer and LGN dated February \_\_, 2002\_\_\_\_\_

- 1 05 **"Dark Fiber Services"** shall mean the delivery of dark fiber and associated services to Customer pursuant to the terms and conditions of this Agreement and the Customer Agreement
- 1 06 **"FOC Date"** shall mean the date on which Dark Fiber Services will commence under a Service Order
- 1 07 **"Governmental Authority"** shall mean any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and other authorities
- 1 08 **"Person"** shall mean any natural person, corporation, partnership, limited liability company, business trust, joint venture, association, company or Governmental Authority
- 1 09 **"Prime Rate"** shall mean, as of any relevant date, the interest rate most recently published in the Money Rates Section of the Wall Street Journal as the prime rate
- 1 10 **"Service Order"** shall mean an executed service order form in the form attached hereto as part of Exhibit B issued pursuant to the Customer Agreement and this Agreement
- 1 11 **"Taxes"** shall mean and include all taxes, fees, levies, imposed duties, charges or withholdings of any nature (including without limitation ad valorem, real property, gross receipts, taxes and franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the LGN System, or any part thereof, by any Governmental Authority
- 1 12 **"Term"** shall mean a period of twenty (20) years from the Acceptance Date (as defined in the Agreement) for the Customer Fibers within the LGN System Routes, unless sooner terminated in accordance herewith and shall apply to Dark Fiber Services only

## **ARTICLE II**

### **GRANT OF RIGHTS**

- 2 01 **Dark Fiber Services** Customer has requested, via the Service Order(s) attached hereto, an exclusive, indefeasible right to use the Customer Fibers as set forth in Exhibit B LGN shall indicate its acceptance of the Service Order(s) by duly executing the Service Order and issuing a FOC Date indicating the date Dark Fiber Services shall be available under the applicable Service Order Customer and LGN contemplate that additional Service Orders for Dark Fiber Services shall be issued and accepted from time to time All such Service Orders shall be attached hereto and incorporated herein as Exhibits B-1, B-2, B-3 and so on
- 2 02 **Customer Agreement** All Dark Fiber Services provided hereunder shall be subject to the terms and conditions of the Customer Agreement In the event of a conflict between the Customer Agreement and this Agreement, the terms and conditions of this Agreement shall govern and control
- 2 03 **Grant of IRU** As of the Effective Date as defined in Article V, LGN hereby grants to Customer and Customer hereby acquires from LGN an exclusive, indefeasible right of use of, for the purposes and subject to the limitations described herein, the Customer Fibers along the LGN System Route (the "IRU") Without limiting the foregoing, during the Term of this Agreement, LGN shall not grant any other Person the right to use the Customer Fibers
- 2 04 **Customer Fibers** Exhibit B identifies the number of fibers, route mileage, configuration and consideration for the Customer Fibers to be granted to Customer hereunder If applicable, Exhibit B will also state LGN's anticipated construction schedule and Completion Dates for the Customer Fibers LGN shall use commercially reasonable efforts to deliver the Customer Fibers to Customer on the dates set forth in the schedule Customer acknowledges, however that LGN does not guarantee delivery of the Customer Fibers to Customer on the dates set forth in Exhibit B

### ARTICLE III USE OF CUSTOMER FIBERS

- 3 01 **Customer Representation and Warranty** Customer represents and warrants that it will use the Customer Fibers and the IRU granted hereunder in compliance with all applicable codes, ordinances, laws rules and regulations of any applicable Governmental Authority
- 3 02 **Permitted Use** Subject to the provisions of this Agreement, Customer may use the Customer Fibers and the IRU for any lawful purpose. Customer acknowledges and agrees that it has no right to use any fibers, other than the Customer Fibers, included or incorporated in the LGN System, and that Customer shall keep any and all of the LGN System free from any liens, rights or claims of any third party attributable to Customer
- 3 03 **Prohibited Use** During the Term Customer shall have no right to, and LGN may enjoin Customer from any attempt to, assign, sell, lease, sublease, transfer, or grant an indefeasible right of use or other similar right or interest in the IRU, or the Customer Fibers of this Agreement to anyone other than an Affiliate of Customer
- 3 04 **No LGN transmission** LGN agrees that it will not use the Customer Fibers for the purposes of transmission of communications, or any other electro-optical use, during the term of this Agreement
- 3 05 **No Liens by LGN** LGN agrees to keep any and all of the Customer Fibers free from any lien, rights or claims of any third party attributable to LGN which may materially and adversely affect the right of Customer to use the Customer Fibers hereunder. Notwithstanding the foregoing, nothing herein shall in any way limit LGN's right to assign this Agreement or any interest in and to the LGN System or the Customer Fibers as collateral for indebtedness in favor of a bank or creditor as part of security interest in the assets of LGN

### ARTICLE IV CONSIDERATION

- 4 01 **IRU Fee** In consideration for this Agreement and the IRU granted to Customer hereunder, Customer agrees to pay to LGN the sums, and at the time or times, set forth on Exhibit B (the "IRU Fee")
- 4 02 **Other Fees** In addition to the IRU Fee, Customer shall pay directly or reimburse LGN for all other sums, costs, fees and expenses which are expressly provided to be paid by Customer under this Agreement, including without limitation the Recurring Charge set forth in Article XI hereof
- 4 03 **Invoices** LGN will send Customer invoices for payment of the IRU Fee, the Recurring Charge and other amounts due and owing hereunder. Customer shall pay such invoiced amounts within thirty (30) days after receipt of such invoice
- 4 04 **Late Payments** Any sums not paid when due hereunder shall bear interest at an annualized rate that is the lesser of 18% or the highest amount permitted by law for commercial transactions
- 4 05 **Failure to make payments** In addition to any other rights and remedies under this Agreement or the Customer Agreement, failure to make any payment when due hereunder shall be an event of Default pursuant to Article XIX hereof

### ARTICLE V TERM

- 5 01 **Effective Date** The IRU granted to Customer for the Customer Fibers identified on Exhibit B and subsequent Exhibits attached hereto shall become effective (the "IRU Effective Date") on the first day when both (i) the Customer has delivered a Notice of Acceptance pursuant to Article VII, and (ii) LGN has received payment in full, without any withholding for disputed amounts, of the IRU



Fee for such Customer Fibers Unless earlier terminated in accordance with this Agreement, the IRU shall terminate at the expiration of the Term Customer shall not be permitted to use the Customer Fibers in any LGN System Route for any purpose other than testing expressly permitted pursuant to the terms of this Agreement until after the Effective Date

- 5 02 **Expiration** Upon expiration of the Term, the Customer Fibers and all rights to the use thereof shall revert to LGN and Customer shall have no further rights or obligations hereunder with respect thereto unless such rights or obligations are specifically provided for herein to survive the Term

- 5 03 **Survival of Terms** This Agreement shall become effective on the date hereof and shall terminate on the expiration of the Term or any earlier termination provided for hereunder, except those provisions of this Agreement which are expressly provided for herein to survive such termination shall remain binding on the parties hereto

## ARTICLE VI AUTHORIZATIONS

- 6 01 **LGN Authorizations** LGN represents and warrants that it has obtained or will obtain all regulatory approvals, franchises, permits, orders, consents and rights-of-way, either by contract, franchise or some other agreement, and all other rights necessary (all of which are collectively referred to herein as the "Authorizations") to be obtained by LGN to enable it to construct, install and provide the Customer Fibers, grant the IRU to Customer, and perform all other rights and obligations hereunder LGN shall use commercially reasonable efforts to cause such Authorizations to remain effective through the Term and any extensions thereof (or to replace such Authorizations with suitable replacement Authorizations) In the event that any Authorizations are discontinued and not replaced and the loss of such Authorizations prohibits the use of the Customer Fibers, LGN shall issue a rebate (excluding non-recurring one-time costs) to Customer The amount of the rebate shall be the pro-rata portion of the IRU Fee allocable to the remainder of the Term, in proportion to the number of fiber miles

- 6 02 **Customer Authorizations** Customer represents and warrants that it has obtained or will obtain prior to the Acceptance Date all Authorizations to be obtained by Customer necessary to enable it to use, operate, or access the Customer Fibers and the IRU granted hereunder and to perform all other rights and obligations hereunder Customer shall use commercially reasonable efforts to cause such Authorizations to remain effective through the Term and any extensions thereof (or to replace such Authorizations with suitable replacement Authorizations) The failure of Customer to maintain any Authorizations hereunder shall be an event of default pursuant to Article XIX hereof

## ARTICLE VII CONSTRUCTION, TESTING AND ACCEPTANCE

- 7 01 **Construction** LGN shall construct and install the Customer Fibers in accordance with the specifications set forth in Exhibit C and in accordance with industry standards ("Specifications")
- 7 02 **Testing** LGN shall test the Customer Fibers in accordance with the testing procedures and standards also specified in Exhibit C ("Acceptance Testing Procedures")
- 7 03 **Completion** When LGN reasonably determines the Customer Fibers have satisfied the Acceptance Testing Procedure, LGN shall provide a written notice of completion to Customer ("Notice of Completion")
- 7 04 **Customer Acceptance or Rejection** Customer shall, within fourteen (14) days of receipt of the Notice of Completion, either accept the Customer Fibers by delivering a notice of Acceptance to

LGN ("Notice of Acceptance") or reject the Customer Fibers by delivering a notice of rejection ("Notice of Rejection") to LGN specifying the defect or failure to meet the Specifications. In the event Customer delivers a Notice of Rejection to LGN, LGN shall promptly, and at no cost to Customer, remedy the defect or failure specified in the Notice of Rejection. Thereafter, LGN shall again give Customer a Notice of Completion with respect to the Customer Fibers. Subject to Customer's rights under Article XIX to terminate this Agreement as provided for therein, the foregoing procedure shall apply again and successively thereafter until LGN has remedied all defects or failures specified by Customer. In the event Customer delivers two (2) Notices of Objection for the same defect or failure and LGN fails to find or cannot confirm any such defect or failure, then Customer shall pay LGN's Costs associated with its investigation of the Notice of Objection. Any failure of Customer to timely deliver a Notice of Rejection shall be deemed to constitute acceptance of the Customer Fibers for purposes of this Agreement and Customer shall be deemed to have delivered a Notice of Acceptance on the fifteenth (15<sup>th</sup>) day after Customer's receipt of the Notice of Completion. In addition, any use by Customer of the Customer Fibers for the purpose of delivering communications traffic (other than traffic which is transmitted only and solely for the purpose of testing the performance of the Customer Fibers) shall be deemed to constitute Acceptance.

- 7 05 **As-Built** LGN shall provide Customer with as-built drawings of the Customer Fibers and the applicable portions of the LGN System Route within ninety (90) days of the Customer Acceptance Date.
- 7 06 **LGN Failure to meet FOC Date** LGN shall notify Customer as soon as possible in the event it determines that it will be unable to meet a FOC Date for any reason pursuant to a Service Order. LGN and Customer will mutually agree upon a new FOC Date for the delayed Service Order ("Extended FOC Date"). In the event LGN fails to deliver a Notice of Completion by the Extended FOC Date for reasons other than an event of Force Majeure as set forth herein, LGN shall provide Customer with a credit equal to (i) Ten Thousand Dollars (\$10,000) per month for each month past the Extended FOC Date that LGN fails to deliver a Notice of Completion backbone dark fiber which connects to a Customer switch site, and/or (ii) Two Thousand Five Hundred Dollars (\$2,500) per month for each month past the Extended FOC Date that LGN fails to deliver a Notice of Completion for backbone dark fiber which connects to a Customer Point of Presence ("POP") site, for a maximum of one hundred twenty (12) days ("Service Delay Credit"). The Service Delay Credit shall not apply if the Service delay arises out of any negligent act, omission or failure to allow access by Customer. Notwithstanding the foregoing, the Service Delay Credit shall not apply if LGN delivers a Notice of Completion within thirty (30) days of the original FOC Date even if an Extended FOC Date has been established.

## ARTICLE VIII

### ACCESS

- 8 01 **LGN Control** LGN shall control all activities concerning access to the LGN System, including the Customer Fibers.
- 8 02 **Work by LGN** Any work required respecting the LGN System or the Customer Fibers required by Customer for any reason, including, without limitation, splicing of the Customer Fibers or the installation of handholes or other access points along the LGN System Route, shall be undertaken only by LGN at Customer's request. All such work shall be performed in a timely manner consistent with industry accepted practices and, except as otherwise provided in this Agreement, Customer shall reimburse LGN for the Costs (as defined in Article I) incurred by LGN in connection therewith.
- 8 03 **Building Access** LGN will provide building access services to Customer in accordance with the terms set forth in Exhibit F. Monthly recurring fees for building access services shall be

established on an individual case basis for each building located on LGN's System Route ("Building Access Charge") Access to buildings which do not have completed lateral connections to LGN's System Route will be provided on an individual case basis at fees to be agreed upon between Customer and LGN

- 8 04 **Escalation** The Building Access Charge shall be increased on the fifth (5<sup>th</sup>) anniversary of the Effective Date and again every five (5) years thereafter during the Term by the increase, if any, in the Consumer Price Index, All Urban Consumers (CPIU, U S City Average), published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the preceding twelve (12) month period ("Annual Escalation") In the event such index shall cease to be computed or published, LGN may, in its reasonable discretion, designate a successor index to be used in determining any increase to the Building Access Charge
- 8 05 **LGN negligence or willful misconduct** Customer shall not have any obligation to reimburse LGN for any Costs if such Costs were incurred or arose out of LGN's negligence or willful misconduct or LGN's breach of this Agreement

#### **ARTICLE IX OPERATIONS**

- 9 01 **No interference by Customer** Customer shall not interfere with, or materially or adversely affect the use by any other Person of the LGN System and/or any electronic or optronic equipment used by such Person in connection therewith
- 9 02 **No interference by LGN** LGN shall not interfere with, or materially or adversely affect or permit another Person under the control of LGN to interfere with, materially or adversely affect Customer's use of the Customer Fibers and/or any optronics, electronics, electric, optronic, or other equipment or related facilities used by Customer in connection therewith, provided, however, that LGN shall not be required to alter pre-existing uses of the LGN System to avoid adversely affecting new and presently unanticipated uses of the Customer Fibers by Customer If a Person materially, adversely affects Customer's use of the Customer Fibers and such Person is in any way leasing, licensing or otherwise using (through an IRU or otherwise) any part of the LGN System, LGN shall require that such Person cease using the LGN System until such Person can do so without causing such material, adverse affect on Customer
- 9 03 **No obligation to supply electronics** Customer acknowledges and agrees that LGN is not supplying nor is LGN obligated to supply to Customer any optronics or electronics or optical or electrical equipment, any related facilities, or any space for the placement thereof (except as agreed in any Customer Agreement or other Agreement executed by the parties), all of which are the sole responsibility of Customer

#### **ARTICLE X MAINTENANCE AND REPAIR OF THE CUSTOMER FIBERS**

- 10 01 **LGN to maintain and repair** From and after the Acceptance Date, the maintenance and repair of the LGN System, including, without limitation the Customer Fibers, shall be provided in accordance with the maintenance requirements and procedures set forth in Exhibit E attached hereto When performing maintenance and repairs, LGN shall in all cases use commercially reasonable efforts to minimize disruption of Customer's business operation and treat the Customer Fibers with at least as high a priority (subject to applicable law) as LGN treats any and all other fibers or Persons All routine maintenance and scheduled maintenance (as defined in Exhibit E) shall be performed by LGN at LGN's cost as part of the Recurring Charge set forth in Article XI below However, Customer shall reimburse LGN for its proportionate share of the Costs of any

unscheduled or emergency maintenance and repair of the Customer Fibers which allocation shall be based upon the total number of fibers within the affected segment of the LGN System except to the extent such unscheduled or emergency maintenance is caused by the negligence or willful misconduct of LGN

- 10 02 **No maintenance by Customer** Customer shall not, by itself or by or through any agent or contractor, make any repair to or replacement of the Customer Fibers or any other equipment owned by LGN
- 10 03 **LGN NOCs** LGN shall operate and maintain one or more network operations centers ("NOCs") staffed by trained and qualified personnel beginning with the earliest Effective Date under this Agreement. Customer shall promptly report the need for any unscheduled or emergency maintenance in accordance with the procedures set forth in Exhibit E using LGN's toll-free service number set forth on such Exhibit
- 10 04 **Escalation** Customer shall utilize the escalation list and procedures set forth in Exhibit F, as updated from time to time, to report and seek resolution of maintenance problems and exceptions in performance standards for the Customer Fibers
- 10 05 **Right to subcontract** LGN shall have the right to subcontract any maintenance performed hereunder for Customer, provided that LGN shall require any subcontractor to perform in accordance with the requirements and procedures set forth in this Agreement and all applicable industry standards. The use of any such subcontractor shall not relieve LGN of any of its obligations hereunder

#### **ARTICLE XI** **RECURRING CHARGES**

- 11 01 **Annual Recurring Charge** Subject to the Annual Adjustment set forth in Section 11 02 below, Customer shall pay to LGN each year, commencing on the Effective Date and continuing throughout the Term or the earlier termination of this Agreement, a fee equal to three hundred dollars (\$300) per route mile of Customer Fiber in the LGN System, (the "Recurring Charge")
- 11 02 **Annual Escalation** The Recurring Charge shall be increased on each anniversary of the Effective Date by the increase, if any, in the Consumer Price Index, All Urban Consumers (CPIU, U S City Average), published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), for the preceding twelve (12) month period ("Annual Escalation") In the event such index shall cease to be computed or published, LGN may, in its reasonable discretion, designate a successor index to be used in determining any increase to the Recurring Charge
- 11 03 **Annual Invoice** The Recurring Charge shall be invoiced by LGN annually in advance on January 1 of each year of the Term and shall be paid in accordance with Article IV In the event the Effective Date or expiration of the Term occurs other than on January 1, the Recurring Charge shall be prorated

#### **ARTICLE XII** **RELOCATION, REPLACEMENT AND CONDEMNATION** **OF CUSTOMER FIBERS**

- 12 01 **Relocation request** If LGN receives notice of any request, intent or plan by any third party ("Relocation Request"), including but not limited to any Governmental Authority, to relocate any segment of LGN's System Route affecting the Customer Fibers, LGN shall notify Customer of such Relocation Request and shall keep Customer advised of the status of any such proceedings and negotiations related thereto. If relocation is required as a result of any such Relocation Request, LGN shall give Customer at least sixty (60) days (or such lesser period of notice that LGN may have received) prior written notice of any such required relocation ("Relocation

Notice”) including an estimate of the cost of such relocation LGN shall relocate the Customer Fibers and to the extent LGN is not reimbursed for the costs of such relocation by a third party or Governmental Authority, Customer shall pay its pro-rata share of the Costs associated with the relocation of the Customer Fibers

- 12 02 **Substitution by LGN** Upon not less than ninety (90) days written notice from LGN to Customer, LGN may, at its option, subject to Customer’s prior written approval (which approval shall not be unreasonable withheld or delayed) substitute for the Customer Fibers, an equal number of alternative fibers of like or better quality within the LGN System Route or portion thereof, provided that in such event, such substitution (i) shall be in accordance with Customer’s applicable specifications and operating procedures, (ii) shall be effected at the sole cost of LGN, including without limitation, all disconnect and reconnect costs, fees and expenses, (iii) shall be tested in accordance with and shall satisfy the Acceptance Testing Procedures, and (iv) shall not unreasonably interrupt the operation or performance of Customer’s network or business
- 12 03 **Replacement** In the event all or any part of the Customer Fibers shall require replacement during the Term of this Agreement, such replacement shall be made as soon as reasonably practicable at LGN’s sole cost and expense, except, however, if the replacement of the Customer Fibers is required as a result of the negligence or intentional misconduct of Customer, LGN shall replace the Customer Fibers and Customer shall pay all Costs associated therewith
- 12 04 **Condemnation** In the event any portion of the LGN System Route, Customer Fibers, and/or the rights-of-way in or upon which they shall have been installed, become the subject of a condemnation proceeding which is not dismissed within one hundred eighty (180) days of the date of filing of such proceeding and which could reasonably be expected to result in a taking by any Governmental Authority or other party cloaked with the power of eminent domain for public purpose or use, both parties shall be entitled, to the extent permitted under applicable law, to participate in any condemnation proceedings to seek to obtain compensation by separate awards for the economic value of their respective interests in the portion of the LGN System and/or Customer Fibers subject to such condemnation LGN shall notify Customer as soon as practicable of receipt of any notice of any condemnation proceeding filed against the LGN System, Customer Fibers or rights-of-way in or upon which the LGN System or Customer Fibers have been installed LGN agrees not to sell the Customer Fibers and or the rights-of-way to such acquiring agency or Governmental Authority or other party in lieu of condemnation without ten (10) business days prior written notice to Customer

#### ARTICLE VIII TITLE AND TAXES

- 13 01 **Beneficial Ownership** Unless prohibited by law, LGN and Customer acknowledge and agree that Customer shall be treated for accounting and federal and all applicable state tax purposes as the exclusive beneficial owner of the Customer Fibers Except as otherwise required by law, LGN and Customer shall file (or cause to be filed with respect to any consolidated returns) their respective tax returns and other returns and reports for their respective Taxes on such basis, and shall not take any positions inconsistent therewith
- 13 02 **Transfer of Title** LGN shall agree to transfer legal title to the Customer Fibers for Customer to hold as security for LGN’s performance hereunder for the term of the applicable Service Order Title will automatically revert back to LGN at the end of the term for any Service Order pursuant to which title is transferred hereunder LGN shall retain a first priority security interest in and continuing lien upon any Customer Fibers transferred to Customer hereunder Simultaneously with any transfer of title hereunder, Customer will deliver to LGN any financing statements, continuation statements and similar documents as LGN may reasonably require for purposes of perfecting and continuing the perfection of such security interest and continuing lien under any applicable law All other rights, duties and obligations (including but not limited to limitations on

- transfer or assignment) set forth in this Agreement shall remain unchanged
- 13 03 **LGN title** LGN shall have undivided, absolute legal title to and ownership in the LGN System
- 13 04 **Taxes** Customer shall be responsible for, and shall timely pay, any and all Taxes imposed with respect to this Agreement upon Customer LGN shall be responsible for, and shall timely pay, any and all Taxes imposed with respect to this Agreement upon LGN Notwithstanding the foregoing all sales and use taxes assessed on transactions contemplated by this Agreement shall be borne by the Customer regardless of whether such taxes are assessed directly against Customer or LGN
- 13 05 **Right to Protest** If at any time any Tax is imposed on, assessed against or borne by either Customer or LGN with respect to this Agreement, the Customer or LGN as the case may be, shall have the right to protest, by appropriate proceedings, the imposition or assessment of any such Tax In such event, Customer or LGN as the case may be, shall be responsible for such payments and shall indemnify and hold the other Party harmless from and against any liability, expense, legal action or cost, including reasonable attorney's fees, resulting from the exercise of its rights under this Section In the event of any refund, rebate, reduction, or abatement of any such Tax, the Party who was responsible for paying such Tax shall be entitled to receive the entire benefit of such refund, reduction or abatement

#### **ARTICLE XIV**

#### **REPRESENTATIONS AND WARRANTIES**

- 14 01 **Requisite Authority** Each Party represents and warrants that (i) it has the power and authority to enter into, execute, and deliver this Agreement, (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement, (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditor's rights and general equitable principles, (iv) it shall not commit a breach of any other agreement as a result of executing this Agreement or as a result of the obligations imposed upon it hereunder, and (v) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any Governmental Authority
- 14 02 **No pending claims** Each Party represents and warrants to the other that there are no pending, or to the knowledge of such Party, threatened actions, suits, claims, condemnations or other proceedings (i) which would materially and adversely affect the Customer Fibers being delivered hereunder by LGN, the LGN System, or the ability of either Party to consummate the transactions and perform the obligations contemplated hereby, (ii) which would result in any charge being levied against, or lien assessed on the Customer Fibers being delivered by LGN hereunder which lien would materially and adversely affect LGN's ownership or Customer's use of the Customer Fibers, or (iii) in which either Party is or will be a party by reason of either Party's interests in the Customer Fibers
- 14 03 **Required insurance** Each Party represents and warrants that it has obtained and shall maintain throughout the Term of this Agreement, and shall require any of its subcontractors (if any) to obtain and maintain throughout the Term of this Agreement such insurance policies and coverages as set forth in Article XVII
- 14 04 **No broker** Each party represents to the other that it has not retained any broker, finder, investment banker or other similar Person who is entitled to any brokerage fee, finder's fee or other similar fee or commission in connection with transactions described in this Agreement
- 14 05 **Notification** Each Party shall promptly notify the other Party of any matters pertaining to, or the occurrence (or impending occurrence) of, any event of which it is aware that could give rise to any damage or impending damage to or loss of the LGN System or Customer Fibers
- 14 06 **Cooperation** Customer and LGN agree to cooperate with and support each other in complying with the requirements applicable to their respective rights and obligations, including Authorizations hereunder by any Governmental Authority

- 14 07 **Specifications** LGN represents and warrants that the Customer Fibers will be designed, engineered, installed and constructed substantially in accordance with the terms and provisions of this Agreement, any and all applicable building, construction and safety codes, as well as any and all other applicable Authorizations, provided that Customer's sole rights and remedies with respect to any such breach of such representation shall be (i) to inspect the construction, installation and splicing of the Customer Fibers and to participate in the Acceptance Testing Procedures as provided herein, (ii) if, during the course of such construction, installation and testing any deviation from the specifications set forth herein is discovered which is reasonably likely to materially adversely affect the operation or performance of the Customer Fibers, the construction or installation of the affected portion shall be repaired to such specification by LGN at LGN's sole cost and expense, and (iii) if, at any time prior to the date that is twelve (12) months after LGN's delivery of the relevant as-built drawings required in Article VII, Customer shall notify LGN in writing of its discovery of a deviation from the specifications set forth herein which is reasonably likely to materially adversely affect the operation or performance of the Customer Fibers (which notice shall be given within thirty (30) days of such discovery), then the construction or installation of the affected Customer Fibers shall be repaired to such specifications by LGN at LGN's sole cost and expense. Notwithstanding the foregoing, in the event that Customer discovers a deviation from the plans for construction or installation of the LGN System which deviation is reasonably likely to materially adversely affect the operation or performance of the Customer Fibers, then Customer shall have a period of ninety (90) days after Customer's discovery of such defect within which to notify LGN and the construction or installation of the affected portion of the Customer Fibers shall be repaired to such specification at LGN's sole cost and expense.
- 14 08 **Manufacturer's Warranty** If there is an interruption, impairment in, defect in or failure of the Customer Fibers to perform in accordance with the applicable Cable vendor's or manufacturer's specifications with respect to the Customer Fibers, LGN shall, upon Customer's request, assign to Customer the particular Cable vendor's or manufacturer's warranty. In the event any maintenance or repairs to the LGN System are required as a result of a breach of any warranty made by any manufacturers, contractors, or vendors, unless Customer shall elect to pursue such remedies itself, which Customer shall have the right to do at its sole discretion, LGN shall pursue at its own cost and expense all remedies against such manufacturers, contractors or vendors on behalf of Customer, and LGN shall reimburse Customer's costs for any maintenance and repairs Customer has incurred as a result of any such breach of warranty.
- 14 09 **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, LGN MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER FIBERS OR THE LGN SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

#### **ARTICLE XV** **INDEMNIFICATION**

- 15 01 **LGN obligation to indemnify** Subject to the provisions of Article XVI, LGN hereby agrees to indemnify, defend, protect and hold harmless Customer and its employees, officers and directors, from and against, and assumes liability for (i) any injury (including death), loss or damage (including attorney's fees, expert witness fees, and costs and expenses of investigation and litigation) to any Person (including without limitation, bystanders or invitees, but excluding employees of Customer), tangible property or facilities of any Person to the extent arising out of or resulting from the performance by LGN of any construction, maintenance, repair or other services performed by LGN hereunder, breach of this Agreement by, or negligence, willful misconduct or conduct not in compliance with industry standards of LGN, its officers, employees,

servants, affiliates, agents, contractors licensees, invitees and vendors arising out of or in connection with the performance by LGN of its obligations under this Agreement, and (ii) any claims, liabilities or damages arising out of any violation by LGN of any regulation, rule statute or court order of any Governmental Authority in connection with the performance by LGN of its obligations under this Agreement

- 15 02 **Customer obligation to indemnify** Subject to the provisions of Article XVI, Customer hereby agrees to indemnify, defend, protect and hold harmless LGN and its employees, officers and directors, from and against, and assumes liability for (i) any injury (including death), loss or damage (including attorney's fees, expert witness fees, and costs and expenses of investigation and litigation) to any Person (including without limitation, bystanders or invitees, but excluding employees of LGN), tangible property or facilities of any Person to the extent arising out of or resulting from the breach of this Agreement by, or negligence, willful misconduct of Customer, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees and vendors arising out of or in connection with the exercise by Customer of its rights under this Agreement, and (ii) any claims, liabilities or damages arising out of any violation by Customer of any regulation, rule statute or court order of any Governmental Authority in connection with the exercise by Customer of its rights under this Agreement
- 15 03 **Notice** LGN and Customer agree to promptly provide each other with notice of any claim or threatened claim that may result in an indemnification obligation hereunder. The indemnifying party may defend such claim with counsel of its own choosing, subject to the consent of the other Party, which consent shall not be unreasonably withheld or delayed. No settlement or compromise of any such claim shall occur without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.
- 15 04 **Failure to indemnify** LGN and Customer each expressly recognize and agree that its obligation to indemnify, defend, protect and save the other harmless is not a material obligation to the continuing performance of its other obligations, if any, hereunder. In the event that a party shall fail for any reason to so indemnify, protect and save the other harmless, the injured party hereby expressly recognizes that its sole remedy in such event shall be the right to bring legal proceedings against the other party for its damages as a result of the other party's said failure to indemnify, defend, protect and save harmless. The obligations shall survive the expiration or termination of this Agreement.
- 15 05 **Governmental Authority** Notwithstanding the foregoing provisions of this Article XV, to the extent LGN is required under the terms of any Authorization with a Governmental Authority to indemnify such Governmental Authority from and against any and all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation, unreliability of or damage to the LGN System, regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such Governmental Authority and its employees, servants, agents, contractors, subcontractors or other Persons using the property covered by such Authorization, Customer hereby releases such Governmental Authority from, and hereby waives, as against such Governmental Authority, all claims, suits, judgments, liabilities, losses and expenses arising out of service interruption, cessation unreliability of or damage to the LGN System regardless of whether such claims, suits, judgments, liabilities, losses or expenses arise from the sole or partial negligence, willful misconduct or other action or inaction of such Governmental Authority or its employees, servants agents, contractors or other Persons using the property covered by such Authorization.

#### **ARTICLE XVI** **LIMITATION OF LIABILITY**

- 16 01 **Limitations** Notwithstanding any provision of this Agreement to the contrary and except to the



extent caused by the willful misconduct of a party (which shall be deemed to have occurred with respect to employees or agents causing such damages only if (i) such employees or agents have been authorized by the party to so act, or (ii) the party employing has been grossly negligent in the hiring and/or supervising of such employee), neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of or in connection with such party's failure to perform its respective obligations hereunder, including but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including negligence or strict liability. Except as set forth in Article XV above, nothing contained herein shall operate as a limitation on the right of either party hereto to bring any action whatsoever against any third party.

#### **ARTICLE XVII** **INSURANCE**

- ~ 01 **Required coverages** Each Party shall at its own expense, secure and maintain in force, throughout the Term, general liability insurance such that the total available limits to all insured will not be less than one million dollars (\$1,000,000 00) in respect of injuries to or death of any one person and not less than two million dollars (\$2,000,000 00) in respect of injuries to or death of any number of persons aggregated for any one occurrence and not less than one million dollars (\$1,000,000 00) in respect to damage to or loss of use of property in any one occurrence and not less than two million dollars (\$2,000,000 00) in respect to damage to or loss of use of property of any property aggregated for any one occurrence, and worker's compensation and employer's liability insurance as required by the laws of all applicable Governmental Authorities. Such insurance may be provided in a policy or policies, primary and excess, including the so-called umbrella or catastrophe forms. The undertaking with respect to insurance shall not relieve either Party of its obligations hereunder. In addition, each Party shall comply with the insurance requirements in any underlying Authorizations (provided that such Party has knowledge of such requirements).
- 17 02 **Rating** Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A or better by Best's Key Rating Guide and each Party shall, upon request, provide an insurance certificate confirming compliance with the requirements of this Article.
- 17 03 **Failure to maintain** In the event any Party fails to maintain the required insurance coverages and a claim is made or suffered, the party failing to provide such coverage shall indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.

#### **ARTICLE XVIII** **FORCE MAJEURE**

- 18 01 **Event of Force Majeure** The obligations of the Parties hereto are subject to force majeure and neither Party shall be in default under this Agreement if any failure or delay in performance is caused by any factor beyond such Party's reasonable control, including but not limited to strike or other labor problems, accidents, acts of God, fire, flood, earthquake, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to place timely orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, condemnation or the exercise of rights of eminent domain, war or civil disorder (each a "Force Majeure Event"). The party claiming relief

under this Article shall promptly notify the other in writing of the existence of a Force Majeure Event and the cessation or termination of said Force Majeure Event

#### ARTICLE XX DEFAULT AND TERMINATION

- 19 01 **Customer Default** If the Customer fails to observe and perform the material terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice from LGN (or if such failure cannot be cured within such thirty (30) day period, cure has not been commenced and diligently pursued thereafter to completion), then LGN may (i) terminate this Agreement and the Term of any IRU granted hereunder in whole or in part, in which event LGN shall have no further duties or obligations hereunder, and (ii) subject to Article XVI pursue any legal remedies it may have under applicable law or equity relating to such default, including an action for damages, specific performance or injunctive relief
- 19 02 **LGN Default** If LGN fails to observe and perform the material terms and provisions of this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice from Customer (or if such failure is non-monetary in nature and cannot be cured within such thirty (30) day period cure has not commenced and diligently pursued thereafter to completion) then Customer may (i) terminate this Agreement and the Term of any IRU granted hereunder, in whole or in part, in which event Customer shall have no further duties or obligations hereunder, and (ii) subject to 19 03 below and Article XVI, pursue any legal remedies it may have under law or equity, including an action for damages, specific performance and/or injunctive relief
- 19 03 **Sole remedy** Notwithstanding anything contained in this Agreement to the contrary, Customer's sole and exclusive remedies with respect to any failure of LGN to deliver the Customer Fibers by the FOC Date shall be only as set forth in the Customer Agreement

#### ARTICLE XX GOVERNING LAW

- 20 01 **Illinois Law** This Agreement shall be governed by the laws of the State of Illinois without regard to its choice of law provisions. In any action between the Parties to enforce any material provision of this Agreement, the prevailing Party shall be entitled to recover its legal fees and court costs (including attorney's fees, expert witness fees, and costs and expenses of investigation and litigation) from the non-prevailing Party in addition to whatever other relief a court may award

#### ARTICLE XXI CONFIDENTIALITY

- 21 01 **Confidential Information** The Parties acknowledge and agree that during the term of this Agreement the information each Party has provided or will provide in connection with this Agreement, including without limitation, the terms and conditions of this Agreement ("Confidential Information"), are and shall be confidential and proprietary to the Party providing such Confidential Information (the "Providing Party"). All Confidential Information shall be clearly marked or identified and in the case of oral disclosures the confidential nature of the oral disclosure shall be documented in writing within fourteen (14) days of the oral disclosure. The Party in receipt of Confidential Information (the "Receiving Party") agrees not to use or disclose to any third party the Confidential Information of the Providing Party except as required for

performance of its obligations under this Agreement. Each Party shall restrict dissemination of Confidential Information to only those persons in its respective organizations who must have access to such Confidential Information in order to perform its obligations under this Agreement. Neither Party shall be required to hold confidential any information which becomes publicly available other than through the Receiving Party, which is independently developed by the Receiving Party, which becomes available to the Receiving Party without restriction from a third party with respect to which the Providing Party consents to the disclosure by the Receiving Party, or with respect to which a court, administrative agency or other Governmental Authority with jurisdiction over the Receiving Party orders the disclosure, provided that in such circumstances the receiving Party first provides the Providing Party with notice of such required disclosure and takes reasonable steps to allow the Providing Party to seek a protective order with respect to the Confidential Information. The receiving Party will cooperate and assist the Providing Party in connection with such protective order at the Providing Party's request.

- 21 02 **Existing or future agreements.** The provisions of this Article shall be subject to and superseded by any separate confidentiality agreement between the Parties whether now existing or later entered into.
- 21 03 **Permitted disclosures.** Notwithstanding the other provisions of this Article and without waiver of any obligations hereunder, LGN may disclose the identity of Customer as a customer of LGN and Customer may disclose the identity of LGN as a supplier of Customer. No other disclosures about the terms and conditions of this Agreement may be disclosed except with the prior written consent of the Parties hereto. Except when an immediate disclosure is required by law, the Parties shall confer about any proposed disclosure in advance of the disclosure.

## ARTICLE XXII ASSIGNMENT

- 22 01 **Assignment by Customer.** Customer shall not assign or otherwise transfer this Agreement, in whole or in part, to any other party without the prior written consent of LGN. Customer shall remain secondarily liable for all payments and other performance due under this Agreement after any permitted assignment. Without such consent, Customer shall have the right to assign, sublet or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or Affiliate of Customer, any entity which purchases all or substantially all of the assets of Customer, or any entity formed by the merger of Customer and another entity. Any such assignee shall be subject to the terms of this Agreement.
- 22 02 **Assignment by LGN.** LGN shall not assign or otherwise transfer this Agreement, in whole or in part, to any other party without the prior written consent of Customer. LGN shall remain secondarily liable for all performance due under this Agreement after any permitted assignment. Without such consent, LGN shall have the right to assign or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or Affiliate of LGN, any entity which purchases all or substantially all of the assets of LGN, or any entity formed by the merger of LGN and another entity. Any such assignee shall be subject to the terms of this Agreement.
- 22 03 **Security Interests.** Except to the extent such assignment is prohibited by any Authorization relevant to this Agreement, the Parties shall also have the right to assign this Agreement and their respective rights under this Agreement as collateral for indebtedness incurred by such Party in favor of a bank or other institutional creditor, if such assignment is part of a grant of a security interest in additional assets of such Party. The creditor shall be required to agree, as of the grant of such assignment for security purposes, that such assignment is subject to the terms of applicable Authorizations and to the terms of this Agreement, which shall be binding on the creditor and on any entity acquiring an interest in this Agreement as a result of the foreclosure of such assignment for security purposes.
- 22 04 **Binding on permitted assigns.** Subject to the provisions of this Article, this Agreement and each

of the Parties' respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns

- 22 05 **Increased Costs** Any and all increased payments for Authorizations, fees, charges, costs or expenses which result under the Authorizations or otherwise as a result of any permitted assignment or transfer of this Agreement by a party shall be paid by such party
- 22 06 **No prohibition on LGN's business** Nothing contained in this Article shall be deemed or construed to prohibit LGN from selling, transferring, leasing, licensing, granting indefeasible rights of use or entering into similar agreements or arrangements with other Persons respecting any fibers (other than the Customer Fibers) and conduit constituting part of the LGN System

### ARTICLE XXIII NOTICES

- 23 01 **Notices** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows

**If to Customer**

Allegiance Telecom Company Worldwide  
9201 N Central Expressway  
Dallas, Texas 75231

Attn Network Planning  
Fax \_\_\_\_\_  
Tel \_\_\_\_\_

With a copy to  
Allegiance Telecom Company Worldwide  
9201 N Central Expressway  
Dallas, Texas 75231

Attn Legal  
Fax 469-259-9120  
Tel 469-259-2060

**If to LGN**

Looking Glass Networks, Inc  
1111 W 22<sup>nd</sup> Street, Suite 600  
Oak Brook, IL 60523  
Attn General Counsel  
Fax (630) 242-2050  
Tel (630) 242-2000

With a copy to

Looking Glass Networks, Inc

1111 W 22<sup>nd</sup> Street, Suite 600  
Oak Brook, IL 60523  
Attn Chief Financial Officer  
Fax (630) 242-2001  
Tel (630) 242-2000

Or such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by overnight air courier or on the third business day after posting if sent by mail.

**ARTICLE XXIV**  
**ENTIRE AGREEMENT AND AMENDMENT**

- 24 01 **Entire Agreement, Amendment** This Agreement and any Exhibits attached hereto or to be attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supercede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written. This Agreement may be amended or modified only by written instrument duly executed by each of the Parties.

**ARTICLE XXV**  
**MISCELLANEOUS**

- 25 01 **Headings** The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions, or conditions of this Agreement.
- 25 02 **Severability** In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 25 03 **No waiver** No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power, or privilege hereunder shall operate as a waiver hereof except as expressly provided herein.
- 25 04 **Counterparts** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties and, in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.

GCA # \_\_\_\_\_

IN WITNESS WHEREOF, LGN and Customer have executed this Agreement as of the date first above written

**LOOKING GLASS NETWORKS, INC**

By

Name

Its

**CUSTOMER** ALLEGIANCE TELECOM, INC

By

Name

Its

Richard H. Anderson  
RICHARD H. ANDERSON  
VP Engineering and Operations

Reviewed By  
Allegiance Telecom Legal

[Signature]  
10/22/2012

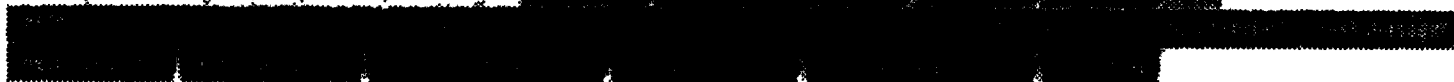
**Service Order**  
**1008220**



Looking Glass

Customer Name: Allegiance Telecom Company Worldwide

User: Belynda Head, ADMINISTRATOR, Apr 22, 2004



## NOTE DETAIL

**Instructions**

When finished reviewing the information below, click the "BACK" button to return to the previous page or click the "NEW NOTE" button to create a new note for this customer.

*This note is associated with Order - 1006220*

Customer: 1016384  
Note Type: Order Modification  
Subject: Term increase to 15 years

Note 1:	Created By	Jennifer Lunny
	Created Date	Mon Dec 09 '06 12:46 CST 2007
	Description	The order term has been modified to reflect the contract change from a 10 year term to a 15 year term.

**BACK****NEW NOTE**

[Link Home](#), [Customer Home](#), [Print](#) | [Help](#)







**Looking Glass<sup>®</sup>**  
NETWORKS

[illegible]

# of Fiber Strands 4	Total Fiber Miles 68.66	Total Ports Miles 272.24	# of Buildings 5	Configuration Ring (only)
Order Term (select one) <input type="checkbox"/> 3 year <input checked="" type="checkbox"/> 10 years <input type="checkbox"/> 20 years	Fiber (Lease / SP) Charge	\$0	\$12,261.00	per fiber mile? <input type="checkbox"/> for 120 months
	Operations & Maintenance	\$0	\$2,896.00	per month? <input type="checkbox"/> for 120 months
	Building Access (total for all bldgs)	\$25,000.00	\$4,000.00	for 120 months



## DarkGLASS<sup>SM</sup> Order Form (cont.)

Buildout/Construction - OSP (total for all bldgs)	\$0			for months
Buildout/Construction - ISP (total for all bldgs)	\$0	\$		for months
Installation (Splicing)	\$0			
Other	\$0	\$		for months



# DarkGLASS<sup>SM</sup> Order Form (cont.)

## Building #1

Company Name <b>Allegiance</b>	On-Site Contact <b>Karl Kanatz</b>	On-Site Phone # <b>460-259-2654</b>	Cell/Pager #	CLI ID <b>WASHDCRK</b>			
Address <b>1120 Vermont Ave.</b>		Suite #	Floor # <b>terrace</b>	Room #	City <b>Washington</b>	State <b>D.C.</b>	Zip <b>20005</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input checked="" type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premises Demarcation Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments <b>Customer Switch site</b>							

## Building #2

Company Name <b>Allegiance / LGN POP</b>	On-Site Contact <b>Tech on Duty</b>	On-Site Phone #	Cell/Pager #	CLI ID <b>ARTNYAFC</b>			
Address <b>6700 Lee Highway</b>		Suite #	Floor #	Room #	City	State <b>VA.</b>	Zip <b>22205</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premises Demarcation Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments <b>Fiber Hand-off at LGN POP</b>							

## Building #3

Company Name <b>Allegiance / LGN POP</b>	On-Site Contact <b>Tech on Duty</b>	On-Site Phone #	Cell/Pager #	CLI ID <b>MCLNVALV</b>			
Address <b>1701 Chain Bridge Rd</b>		Suite #	Floor #	Room #	City <b>McLean</b>	State <b>VA</b>	Zip <b>22101</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premises Demarcation Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments <b>Fiber hand off at LGN POP</b>							



# DarkGLASS<sup>SM</sup> Order Form (cont.)

Building #4									
Company Name <b>Allegiance / LGN POP</b>		On-Site Contact <b>Tech On Duty</b>		On-Site Phone #		Cell/Pager #		CLI ID <b>VINNVAVN</b>	
Address <b>2702 Sulton Rd</b>		Suite #	Floor #	Room #	City <b>Vienna</b>			State <b>VA</b>	Zip <b>22180</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments <b>Fiber Handoff at LGN POP</b>									

Building #5									
Company Name <b>Allegiance / LGN POP</b>		On-Site Contact <b>Tech on Duty</b>		On-Site Phone #		Cell/Pager #		CLI ID <b>ARTNVACK</b>	
Address <b>900 S. Walter Reed Drive</b>		Suite #	Floor #	Room #	City <b>ARTNVACK</b>			State <b>VA</b>	Zip <b>22180</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments <b>Fiber hand off at LGN POP</b>									

Building #6									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address		Suite #	Floor #	Room #	City			State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									



## DarkGLASS<sup>SM</sup> Order Form (cont.)

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one): <input type="checkbox"/> LOH Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Hot Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one): <input type="checkbox"/> LOH Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Hot Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one): <input type="checkbox"/> LOH Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____					
On-Hot Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									



## DarkGLASS<sup>SM</sup> Order Form (cont.)

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									

Services under the jurisdiction of the Federal Communications Commission (FCC) will be provided subject to the terms and conditions of the applicable Looking Glass Networks, Inc. (LGN) tariff on file with the FCC. Services subject to such jurisdiction will be provided subject to the terms and conditions set forth in Looking Glass Networks, Inc. tariff filed with the applicable regulatory agency of the state in which service is provided. All relevant tariff provisions are incorporated by reference in this Service Order. This Service Order, the applicable tariff, and any selling agreement between Looking Glass Networks, Inc. and the Customer identified in the Customer Information section of this Service Order making specific reference to Services as described herein, constitute the full agreement between the parties and shall supersede any prior agreement or understanding. Further, Customer acknowledges and agrees that in the event of a conflict between the terms and conditions of any selling agreement between Customer and Looking Glass Networks, Inc. and any applicable tariff, the terms and conditions of the written agreement shall govern and control. Any prohibited terms on Customer's purchase order form (if any) are expressly disclaimed, even if attached hereto and signed by a representative of LGN. Looking Glass Networks, Inc. shall notify Customer when this Service Order has been duly accepted by Looking Glass Networks, Inc.

Authorized Customer Signature <i>Richard W. Anderson</i>	Date 3/6/02	Authorized Customer Name Richard H. Anderson
Sales Representative Signature <i>Kevin M. Hoffman</i>	Date	Sales Representative Name Kevin Hoffman
Customer Representative Signature <i>John McCaffrey</i>	Date 3/6/02	Customer Representative Name John McCaffrey



Looking Glass

Customer Name Cavalier Telephone

User: Brian Stanton, ADMINISTRATOR, Mar 7 2002

## PRICE OVERRIDES

Product: Dark Fiber  
 Override Reason: Valued Customer  
 Description: Valued Customer

## One Time Charges

JANUARY 2002

Add Splicing Charge

Original Charge

Current Discount %

Current Charge

\$999999.99

36.0%

\$ 36000.00

Add Buildout/Construction Charge

\$999999.99

100.0%

~~\$999999.99~~ \$ 25,000.00

One Time IRU Charge

\$999999.99

85.0%

\$ 51560.00

\$ 25,000.00

## Recurring Rates

JANUARY 2002

Original Rate

Effective Range

Current Discount %

Current Rate

Monthly Buildout/Construction Charge

\$999999.99 / month

100.0%

\$ 0.00

Monthly Splicing Charge

\$999999.99 / month

100.0%

\$ 0.00

Building Access Charge

\$999999.99 / month

100.0%

~~\$999999.99~~ \$ 4,000.00

Operators &amp; Maintenance Charge

\$999999.99 / month

100.0%

~~\$999999.99~~ \$ 2,824.00

Monthly IRU Charge

\$999999.99 / month

100.0%

~~\$999999.99~~ \$ 12,351.00

\$ 17,081.00

BACK

User Home | Log Out | User Stop | Help



**Service Order**  
**1008222**



1008222

CLOSED 7-30-03

ORIGINAL

DarkGLASS<sup>SM</sup> Order Form

Loop E

LG/DEEB/HEUDVAE/HEUDVAE/10001

Customer Name <b>Allegiance Telecom</b>	Customer Mkt <b>D.C.</b>	Address <b>1120 Vermont Ave.</b>	City <b>D.C.</b>	State <b>WA</b>	Zip <b>20005</b>
Customer PO #	Customer Contact/Order Initiator <b>Richard Anderson</b>	Customer Email Address <b>Dick.Anderson@alox.com</b>	Customer Phone # <b>830-522-5223</b>	Customer Fax # <b>830-522-5209</b>	
24-hour Contact / NOCC Phone #		Customer Provisioning Contact	Provisioning Contact Email Address		Provisioning Contact Phone #

Billing To <b>Allegiance Telecom Company</b>	Billing Contact <b>Brenda McKellar</b>	Billing Contact Phone # <b>469-259-2414</b>	Billing Contact Email Address	Billing Account # / Name	
Address <b>9201 N. Central Expressway</b>	City <b>Dallas</b>	State <b>TX</b>	Zip <b>75231</b>	Tax Exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt Certificate Information <b>On File</b>

Customer Order # <b>PO # 2</b>	Customer Circuit ID	Customer Order Date <b>ASAP</b>
Order Type (select one) <input checked="" type="checkbox"/> New <input type="checkbox"/> Cancel <input type="checkbox"/> Reroute <input type="checkbox"/> Supp <input type="checkbox"/> Disconnect		LOM Related Order #
		LOM Related Circuit ID

Sales Rep <b>Kevin Hohman</b>	Sales Rep ID	Phone # <b>830-242-2081</b>	Fax # <b>830-242-2001</b>	Customer Contact #	Support Rep <b>Brian Stanton</b>	Phone # <b>830-242-2040</b>	Fax # <b>830-242-2001</b>
Sales Engineer	Phone #	Fax #	Regional Director <b>Lori McCaffrey</b>	Expedite? <input type="checkbox"/> Yes <input type="checkbox"/> No	Expedite Authorized by		

# of Fiber Strands <b>4</b>	Total Fiber Miles <b>28.51</b>	Total Fiber Miles <b>114.44</b>	# of Buildings <b>1</b>	Configuration <b>Ring (only)</b>		
Order Term (select one) <input type="checkbox"/> 5 year <input checked="" type="checkbox"/> 10 years <input type="checkbox"/> 20 years <input type="checkbox"/> Other		Fiber (Lease / Full Charge)	\$0	\$9,216	per fiber strand? <input type="checkbox"/>	for 120 months
		Operations & Maintenance	\$0	\$1,192.00	per building? <input type="checkbox"/>	for 120 months
		Building Access (total for all bldgs)	\$5,000.00	\$800.00		for 120 months



# DarkGLASS<sup>SM</sup> Order Form (cont.)

Buildout/Construction - OSP (total for all bldgs)	\$0			for months
Buildout/Construction - 'SP' (total for all bldgs)	\$0	\$		for months
Installation (Splicing)	\$0			
Other	\$0	\$		for months



# DarkGLASS<sup>SM</sup> Order Form (cont.)

## Building #1

Company Name <b>Allegiance / L V ~ P O P</b>	On-Site Contact <b>Tech on Duty</b>	On-Site Phone # <b>202-277-XXXX</b>	Cell/Pager #	CLI ID <b>HPONVAHE</b>			
Address <b>1130 Elden</b>		Suite #	Floor #	Room #	City <b>Hamdon</b>	State <b>D.C.</b>	Zip <b>22070</b>
Termination Point (select one) <input checked="" type="checkbox"/> LGN Pop <input type="checkbox"/> Street		<input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments <b>Fiber Handoff at LGN POP</b>							

## Building #2

Company Name	On-Site Contact	On-Site Phone #	Cell/Pager #	CLI ID			
Address		Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street		<input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments							

## Building #3

Company Name	On-Site Contact	On-Site Phone #	Cell/Pager #	CLI ID			
Address		Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street		<input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO		Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			
On-Net Building? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice	
Comments							



## DarkGLASS<sup>SM</sup> Order Form (cont.)

### Building #4

Company Name		On-Site Contact	On-Site Phone #		Cell/Pager #		CLI ID	
Address			Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO			Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice		
Comments								

### Building #5

Company Name		On-Site Contact	On-Site Phone #		Cell/Pager #		CLI ID	
Address			Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO			Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice		
Comments								

### Building #6

Company Name		On-Site Contact	On-Site Phone #		Cell/Pager #		CLI ID	
Address			Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO			Customer Premise Details Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / riser construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice		
Comments								



# DarkGLASS<sup>SM</sup> Order Form (cont.)

NO. 149

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

NO. 150

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

NO. 151

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Demarc Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									



# DarkGLASS<sup>SM</sup> Order Form (cont.)

90 249

90 249

90 249

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LON Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Damage Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									
Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LON Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Damage Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									
Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		CLI ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LON Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premises <input type="checkbox"/> ILEC CO				Customer Premises Damage Information Rack _____ Bay _____ Aisle _____					
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No			# of fibers to splice		
Comments									



# DarkGLASS<sup>SM</sup> Order Form

Services under the jurisdiction of the Federal Communications Commission (FCC) will be provided subject to the terms and conditions of the applicable Looking Glass Networks, Inc. (LGN) tariff on file with the FCC. Services subject to state jurisdiction will be provided subject to the terms and conditions set forth in Looking Glass Networks, Inc. tariffs filed with the applicable regulatory agency of the state in which service is provided. All relevant tariff provisions are incorporated by reference in this Service Order. This Service Order, the applicable tariff, and any written agreement between Looking Glass Networks, Inc. and the Customer identified in the Customer Information section of this Service Order making specific reference to Services as identified herein, constitute the full agreement between the parties and shall supersede any prior agreement or understanding. Further, Customer acknowledges and agrees that in the event of a conflict between the terms and conditions of any written agreement between Customer and Looking Glass Networks, Inc. and any applicable tariff, the terms and conditions of the written agreement shall govern and control. Any provision in any Customer's purchase order form (if any) are expressly disclaimed, even if attached hereto and signed by a representative of LGN. Looking Glass Networks, Inc. shall notify Customer when this Service Order has been duly accepted by Looking Glass Networks, Inc.

Authorized Customer Signature <i>Richard H. Anderson</i>	Date 3/6/02	Authorized Customer Name RICHARD H. ANDERSON
Authorized Representative Signature <i>Kevin M. Hohman</i>	Date 3/6/02	Authorized Representative Name Kevin Hohman
Authorized Representative Signature <i>Lori McCaffrey</i>	Date 3/6/02	Authorized Representative Name Lori McCaffrey





Looking Glass

Customer Name: Cavalier Telephone

User: Brian Stanton, ADMINISTRATOR Mar 7, 2002



## PRICE OVERRIDES

Product: Dark Fiber  
 Override Reason: Valued Customer  
 Description: Valued Customer

## One Time Charges

Description	Original Charge	Current Discount %	Current Charge
Add Splicing Charge	\$999999.99	96.0%	\$35999.99
Add Buildout/Construction Charge	\$999999.99	100.0%	\$0.00
One Time IRU Charge	\$999999.99	85.0%	\$169999.99

\$ 5000.00

## Recurring Rates

Description	Original Rate	Effective Range	Current Discount %	Current Rate
Monthly Buildout/Construction Charge	\$999999.99 / month		100.0%	\$0.00
Monthly Splicing Charge	\$999999.99 / month		100.0%	\$0.00
Building Access Charge	\$999999.99 / month		100.0%	\$0.00
Operations & Maintenance Charge	\$999999.99 / month		100.0%	\$0.00
Message IRU Charge	\$999999.99 / month		100.0%	\$0.00

\$ 5,208.00

BACK

[User Home](#) | [Customer Home](#) | [Shop](#) | [Help](#)



# ORIGINAL

## DarkGLASS<sup>SM</sup> Order Form

<b>Customer Information</b>							
Customer Name Alltelglass Telecom	Customer Market JC	Address 1120 Vermont Ave		City D.C.	State WA	Zip 20005	
Customer PO #	Customer Contact/Order Initia- Jon Burd	Customer Email Address jon.burd@alltel.com		Customer Phone #	Customer Fax #		
24-hour Contact / NOCC Phone #		Customer Provisioning Contact		Provisioning Contact Email Address		Provisioning Contact Phone #	

<b>Billing Information</b>							
Bill To Alltelglass Telecom Company	Billing Contact Brenda McKella	Billing Contact Phone # 408-258-2414		Billing Contact Email Address		Billing Account #: Name	
Address 9201 N Central Expressway	City Dallas	State TX	Zip 75231	Tax Exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Tax Exempt Certificate Information	

<b>Order Information</b>							
Customer Order #	Quote #	Customer Circuit ID		Customer Billing Date			
Order Type (select one) <input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Rerouting <input type="checkbox"/> Disconnect		LGN Related Order #		LGN Related Circuit ID			

<b>Looking Glass Information</b>							
Sales Rep Kevin Morgan Sales Engineer	Sales Rep ID	Phone # 630-242-2081	Fax # 630-242-2001	Customer Contract #	Support Rep	Phone #	Fax #
Phone #		Fax #		Regional Director		Expedite? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
						Expedite Authorized by	

<b>DarkGLASS Order &amp; Pricing Summary</b>							
# of Fiber Strands *12	Logic-Loop	Total Fiber Miles	Total Route Miles	# of Buildings	Configuration Ring (only)		
Order Term (select one) <input type="checkbox"/> 5 year <input type="checkbox"/> 10 years <input type="checkbox"/> 20 years <input checked="" type="checkbox"/> Other 15 yrs	Fiber (Lease / RTU Charge)		\$	\$	per fiber mile? <input type="checkbox"/>	for _____ months	
	Operations & Maintenance		\$	\$	per route mile? <input type="checkbox"/>	for _____ months	
	Building Access (total for all bldgs)		\$	\$		for _____ months	
	Buildout/Construction - OSP (total for all bldgs)		\$	\$		for _____ months	
	Buildout/Construction - RSP (total for all bldgs)		\$	\$		for _____ months	
	Maintenance (Ongoing)		\$	\$		for _____ months	
	Other		\$	\$		for _____ months	
	Totals		\$	\$			

Building Information		Complete Section 10 with backbone cable location and splicing and ending pages as needed						
<b>Building #</b>								
Company Name	On-Site Contact	On Site Phone #	Cell/Pager #	CLE ID				
Address	Suite #	Floor #	Floor #	City	State	Zip		
Termination Point (select one)			Customer Premises Demarc Information			Building entrance location		
<input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input checked="" type="checkbox"/> Customer Premises <input type="checkbox"/> FLEC CO			Rack _____ Bay _____ Area _____			<input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On Net Building?		Lateral build required?		Cable / fiber construction needed?		# of fibers to splice		
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
Comments: Prior to splice in the LGN CATT to ALGX Cage single ISP Fiber cable in Verizon building at 1130 Eldon VA  Terminate 12 fibers on ALGX Fiber Panel and test = \$3250 NRC to be paid at time of Acceptance of fiber to 1130 Eldon per MOA agreement  On the LGN end of the fiber cable, LGN will splice the 12 fibers at 1130 Eldon in LGN FEC cabinet in CATT space ALGX is providing a Lucent Long-Haul type cable with a different diameter than the backbone SMF-28 cable. LGN will make best effort to provide best loss factors but cannot agree to meet normal LGN standards for per splice loss or per span Average loss on these segments ALGX needs to have personnel attending during the splicing and tests, if possible  LGN testing Test all four backbone fibers from 1130 Eldon to 1701 Chain Bridge on north segment Test all four backbone fibers from 1130 Eldon to 2702 Suttons Rd on south segment Testing from ALGX cage FDP at 1130 Eldon to ALGX Cage FDP in other two locations OTDR and Power B-directional tests  Based on information from ALGX it is thought that two of the four backbone fibers presently have high loss figures on existing segments that pass by the 1130 Eldon fiber loop connection point LGN will provide testing and troubleshooting with ALGX personnel help to find and correct these issues ALGX will provide support and access as needed to accomplish all required testing/corrections  ALGX has live traffic on two of the four backbone fibers at this time All work directly related to the live fiber cables will have to be done during a scheduled maintenance window LGN will connect the 1130 Eldon fiber loop backbone fibers to the rings with the live traffic by way of jumper changes in the LGN Node at 251 Exchange Place ALGX will have to remove their jumpers to electronics at 1701 Chain Bridge and 2702 Suttons Rd during the testing phase and will be responsible for any adjustments to their electronics required by the increase in fiber distance caused by the addition of the 1130 Eldon ring segment								



## DarkGLASS<sup>SM</sup> Order Form (cont.)

Company Name		On-Site Contact	On-Site Phone #	Cell/Pager #	GLU ID
Address		Suite #	Floor #	Room #	City
					State
					Zip
Termination Point (select one)		Customer Premise Details Information			Building entrance lateral
<input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Outgoing Premise <input type="checkbox"/> ILEC CO		Rack Bay Aisle			<input type="checkbox"/> Single <input type="checkbox"/> Diverse
On-Net Building?		Cable riser construction needed?			# of fibers to splice
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Comments					

Company Name		On-Site Contact	On-Site Phone #	Cell/Pager #	GLU ID
Address		Suite #	Floor #	Room #	City
					State
					Zip
Termination Point (select one)		Customer Premise Details Information			Building entrance lateral
<input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Outgoing Premise <input type="checkbox"/> ILEC CO		Rack Bay Aisle			<input type="checkbox"/> Single <input type="checkbox"/> Diverse
On-Net Building?		Cable riser construction needed?			# of fibers to splice
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Comments					



## DarkGLASS<sup>SM</sup> Order Form (cont.)

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLJ ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Reg <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLJ ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Reg <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On Site Contact		On Site Phone #		Cell/Pager #		CLJ ID	
Address				Suite #	Floor #	Room #	City	State	Zip
Termination Point (select one) <input type="checkbox"/> LGN Reg <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack _____ Bay _____ Aisle _____			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / fiber construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									



# DarkGLASS<sup>SM</sup> Order Form (cont.)

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		GLJ ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack Bay Alt #			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / new construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		GLJ ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack Bay Alt #			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / new construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									

Building #									
Company Name		On-Site Contact		On-Site Phone #		Cell/Pager #		GLJ ID	
Address				Suite #	Floor #	Room #	City		State Zip
Termination Point (select one) <input type="checkbox"/> LGN Pop <input type="checkbox"/> Street <input type="checkbox"/> Customer Premise <input type="checkbox"/> ILEC CO				Customer Premise Demarc Information Rack Bay Alt #			Building entrance lateral <input type="checkbox"/> Single <input type="checkbox"/> Diverse		
On-Net Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		Lateral build required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Cable / new construction needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		# of fibers to splice			
Comments									



# DarkGLASS<sup>SM</sup> Order Form (cont.)

## Additional Comments/Requirements

## Customer Acknowledgment

Services under the jurisdiction of the Federal Communications Commission (FCC) will be provided subject to the terms and conditions of the applicable Looking Glass Networks, Inc. (LGN) tariffs on file with the FCC. Services subject to state jurisdiction will be provided subject to the terms and conditions set forth in Looking Glass Networks, Inc. tariffs filed with the applicable regulatory agency of the state in which service is provided. All relevant tariff provisions are incorporated by reference in this Service Order. This Service Order, the applicable tariff, and any written agreement between Looking Glass Networks, Inc. and the Customer identified in the Customer Information section of this Service Order making specific reference to Services as described herein constitute the full agreement between the parties and shall supersede any prior agreement or understanding. Further, Customer acknowledges and agrees that in the event of a conflict between the terms and conditions of any written agreement between Customer and Looking Glass Networks, Inc. and any applicable tariff, the terms and conditions of the written agreement shall govern and control. Any preprinted terms on Customer's purchase order form (if any) are expressly declined, over if attached hereto and signed by a representative of LGN. Looking Glass Networks, Inc. shall notify Customer when this Service Order has been duly accepted by Looking Glass Networks, Inc.

Authorized Customer Signature

*Ronald K. Lange*

Date *4/30/03*

Authorized Customer Name

Sales Representative Signature

Date

Sales Representative Name  
Kevin Holman

Sales Manager Signature

*John McCaffery*

Date *5/5/03*

Sales Manager Name  
John McCaffery

2000

2000

1953

100-443886-100



## Looking Glass

1008222

~~16/DEFINIRIVANE/HRUDVANE/~~

0

Customer Name <b>Allegiance Telecom</b>		Customer Market <b>D.C.</b>	Address <b>1150 Vermont Ave</b>
Customer P.O. #	Customer Order/Order Inhibit <b>Fileview Anderson</b>		Customer Street Address <b>Dist. Anderson Oaks</b>
24-Hour Contact / 8000 Phone #		Customer Priority/Key Contact	Priority/Key Contact #

Bill To <b>Allegiance          Telecom          Company</b>		Billing Contact <b>Brenda McMiller</b>		Billing Contact Phone/F <b>408-258-2414</b>		Billing Contact Email 	
Address <b>9201 N. Central          Expressway</b>			City <b>Dallas</b>		State <b>TX</b>		Zip <b>75281</b>
Tax Exempt <input checked="" type="checkbox"/> Yes							<input type="checkbox"/> No

Customer Order # <b>PO# 2</b>		Customer Order #
Order Type (select one) <input checked="" type="checkbox"/> New <input type="checkbox"/> Cancel <input type="checkbox"/> Renewal <input type="checkbox"/> Split <input type="checkbox"/> Discount		Order Number

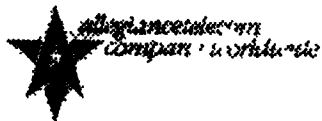
Sales Rep Kevin Hohman	Sales Rep ID	Phone # 630-242-2081	Phone 630-242-2001	Exp
Sales Engineer	Phone #	Fax #	Regional Director Lori McCallrey	

# of Plant Starts	Total Plant Starts	Total Plant Starts	# of Units
4	28.61	134.44	1
Order Term (select one)			
<input type="checkbox"/> 5 year	Plant (Lease/Full Charge)	\$0	
<input checked="" type="checkbox"/> 10 year	Operations & Maintenance	\$0	
<input type="checkbox"/> 20 years	Building Factor: \$/kW for all plants	\$5,000.00	

**REF ID: A66040**

Page 1 of 3





# PURCHASE ORDER

Date 4/25/2003  
Time 12:27:28  
Page 1

Order Number 72318 000 OP

Shipped From

Ship To

Branch/Plant 20013708

Looking Glass Networks Inc  
PO Box 918778

Allegiance of DC SWITCH  
1120 Vermont Avenue, T-2000  
Washington DC 20004

Dallas TX 75391-0778

All shipments m.s' ship 3rd party collect  
through Pegasus at 877-274-4264

APR 25 2003

Approved By

*Shashie Kungu*

REMIT TO: ALLEGIANCE TELECOM

Ordered 4/24/2003

Freight

9201 North Central Expressway

Requested

Order Taken By

LWILDE

Dallas, TX 75231

PH (214) 281-7100 FX (409) 290-9133

Delivery

Line	Rev	Description / Supplier Item	Ordered	UOM	Unit Price	PU	Extended Price	Request	Order No	Ty
1.000	0	AFE 3186 - WASHINGTON DC	1	EA	0000	EA				
		MISC								
		FIBER GROWTH								
2.000	0	TERMINATE FIBER ON ALEX PANEL	1	EA	3,250.0000	EA	3,250.00			
		MISC								
		MISCELLANEOUS ITEM								

Total Order 3,250.00

Sales Tax

Total Order

Term Net 30 day

Tax Rate

\*NA\*

00

3,250.00

Please call 469-259-2257 with any questions concerning this Purchase Order.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re Allegiance Telecom, Inc , et al  
Case No 03-13057-(RDD)-11**

**DOCUMENTS APPENDED TO CLAIM**

On August 1, 2005, document(s) were appended to Claim Numbers **2563, 2905 and 2969** for the following reason(s)

- ☐ Stipulation/Order
- ☐ New Supporting Documents
- ☐ Change of Address
- ☒ Stipulation and Agreed Order
- ☒ Other Docket Number 2262 EOD 7/29/05

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re

Allegiance Telecom, Inc , et al,

Debtors

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Chapter 11 Case No  
03-13057 (RDD)

Jointly Administered

**STIPULATION AND AGREED ORDER RESOLVING CLAIMS OF  
LOOKING GLASS NETWORKS, INC**

THIS STIPULATION AND AGREED ORDER is by and between the Allegiance Telecom Liquidating Trust (the “ATLT”), as successor to the Debtors (as defined below), and Looking Glass Networks, Inc (“Claimant”) The parties hereby stipulate and agree as follows

WHEREAS, on May 14, 2003, Allegiance Telecom, Inc (“ATT”) and its direct and indirect subsidiaries (collectively, the “Debtors”) commenced voluntary cases (the “Chapter 11 Cases”) under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court for the Southern District of New York, Case No 03-13057 (RDD) (the “Bankruptcy Court”), and

WHEREAS, the Chapter 11 Cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, and

WHEREAS, on or about November 26, 2003, Claimant filed a proof of claim numbered 2563 (the “Claim 2563”) against Allegiance Telecom Company Worldwide alleging an unsecured, non-priority claim of \$150,059 45, and

WHEREAS, on June 8, 2004, the Debtors filed their Third Amended Joint Plan of Reorganization (the “Plan”)<sup>1</sup> with the Bankruptcy Court, and

WHEREAS, on June 10, 2004, the Bankruptcy Court entered its Findings of Fact, Conclusions of Law, and Order Confirming Debtors’ Third Amended Joint Plan of Reorganization (the “Confirmation Order”), and

WHEREAS, on June 23, 2004, the Plan became effective for certain Debtors (the “Initial Effective Date”), and

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date, the ATLT was created, and

WHEREAS, on or about July 12, 2004, Claimant filed a proof of claim numbered 2905 (“Claim 2905”) against ATI alleging an unsecured, non-priority claim of \$3,807,699.00 arising from the rejection of the Dark Fiber and IRU Agreement (the “IRU Agreement”), and

WHEREAS, Claim 2563 and Claim 2905 shall herein be referred to collectively as the “Looking Glass Networks Prepetition Claims,” and

WHEREAS, on or about August 6, 2004, Claimant filed a request for allowance and payment of administrative expense claim, numbered proof of claim 2969 (the “Admin Claim” and, collectively with the Looking Glass Networks Prepetition Claims, the “Looking Glass Networks Claims”) alleging an administrative expense claim of \$24,942.00, and

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<sup>1</sup> Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan

WHEREAS, on or about October 20, 2004, Claimant filed a notice of withdrawal, withdrawing its Admin Claim with prejudice to filing further applications for allowance of administrative expense claims arising prior to confirmation of the Debtor's Plan of Reorganization, and

WHEREAS, pursuant to the Plan, Eugene I Davis was appointed as the plan administrator (the "Plan Administrator") for the ATLT, and

WHEREAS, among other things, the purpose of the ATLT is to (i) wind-down the Debtors' affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to effectuate the terms of the Plan, and

WHEREAS, the ATLT, as the successor to the rights of the Debtors, and the Plan Administrator has the authority to, *inter alia*, perform the duties, exercise the powers, and assert the rights of a trustee under Sections 704 and 1106 of the Bankruptcy Code, and

WHEREAS, Claimant has not filed any proofs of claim in the Chapter 11 Cases besides the Looking Glass Networks Claims, and

WHEREAS, the ATLT disputes the amounts sought by Claimant in the Looking Glass Networks Claims, and

WHEREAS, on or about October 25, 2004, ATLT filed its "Thirteenth Omnibus Objection to Certain Executory Contract Rejection Damages Claims," which addressed approximately eight claims, including Claim 2905,

WHEREAS, on or about October 25, 2004, ATLT filed its “Fifteenth Omnibus Objection to Certain Proofs of Claim,” which addressed approximately forty claims, including a request to reduce and allow Claim 2563,

WHEREAS, on or about March 28, 2005, ATLT filed its “Motion of the Allegiance Telecom Liquidating Trust for Order Under Sections 105(a) and 502(c) of the Bankruptcy Code Estimating Certain Claims for the Purposes of Establishing a Disputed Claims Reserve in Connection With Making Initial Distributions,” which addressed approximately 501 claims, including Claim 2905,

WHEREAS, the ATLT and Claimant have negotiated in good faith at arm’s length and have reached a consensual resolution, as set forth below, with respect to the Looking Glass Networks Claims to avoid incurring significant additional litigation expenses that would necessarily be incurred in litigating this matter to an uncertain conclusion

**ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS**

1 For the purposes of this Stipulation and Agreed Order, the term “Final Order” shall mean an order approving this Stipulation and Agreed Order that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing of such order (or any revision modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending

2 Upon entry of a Final Order, the ATLT shall grant Claimant an allowed ATI Unsecured Claim (as such term is defined in the Plan) of \$936,473.00 (the “Allowed Unsecured Claim”) in full and complete satisfaction of all claims, of any kind, held by Claimant with respect to the Debtors, the Debtors’ estates and/or the ATLT, including, but not limited to, the Looking Glass Networks Claims. As a

result of a Cash Recovery (as defined in the Plan), Claimant's recovery will be \$140,470.95 in Cash (the "Settlement Payment") ATLT shall make such \$140,470.95 cash payment in full and final satisfaction of the Allowed Unsecured Claim and any and all other claims and causes of action Claimant may have against the Debtors, the Debtors' estates or the ATLT within fourteen (14) days after entry of a Final Order approving this Stipulation and Agreed Order

3        Upon the entry of a Final Order approving this Stipulation, the ATLT is hereby authorized and directed to expunge all of the Looking Glass Networks Claims from the ATLT's claims register

4        Upon entry of a Final Order and the payment of the Settlement Payment, Claimant hereby irrevocably, unconditionally and without reservation of any kind waives, releases and forever discharges the ATLT, the Debtors, and the Debtors' estates, and their respective parent firms and affiliates, and their officers, directors, employees, attorneys, professionals, and agents from and against any and all actions, causes of action, claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, at law or in equity, known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which Claimant has, had, or may have in the future against the ATLT, the Debtors, and the Debtors' estates arising prior to the date hereof, including, but not limited to, the Looking Glass Networks Claims or actions out of or in connection with the IRU Agreement

5        Upon entry of a Final Order approving this Stipulation, ATLT, the Debtors and the Debtors' estates, for themselves and their respective parent firms and affiliates, officers, directors, employees, attorneys, professionals and agents hereby irrevocably, unconditionally and without reservation

of any kind waive, release and forever discharge the Claimant, and its officers, directors, employees, attorneys, professionals and agents from and against any and all actions, causes of action, claims, liabilities, suits, debts, judgments and damages of any kind whatsoever, whether matured or unmatured, at law or in equity, known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which ATLT, the Debtors or the Debtors' estates have, had, or may have against the Claimant and its respective officers, directors, employees, attorneys, professionals and agents arising prior to the date hereof, including, but not limited to, any and all avoidance actions that arise under chapter 5 of the Bankruptcy Code,

6 This Stipulation and Agreed Order shall be governed by New York law, excluding its conflicts of laws principles, and this Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation and Agreed Order

7 The undersigned on behalf of the ATLT and Claimant each represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation and Agreed Order on behalf of such party Claimant represents and warrants to the ATLT that, as of the date hereof, it is the sole holder (either for itself or as successor in interest to former Looking Glass Network entities) of all Claims against the Debtors, the Debtors' estates and the ATLT related to the Looking Glass Network Claims and Claimant has not assigned, sold, or otherwise transferred any Claims against the Debtors, the Debtors' estates or the ATLT Claimant represents and warrants that it has had an opportunity to consult with its own attorney and fully understands the meaning of the provisions in this Stipulation and Agreed Order, including, but not limited to, the releases included herein



8        This Stipulation and Agreed Order is subject to approval by the Bankruptcy Court and the entry of a Final Order by the Bankruptcy Court, provided, however, that the parties shall support such Bankruptcy Court approval and comply with this Stipulation and Agreed Order pending the Bankruptcy Court's entry of a Final Order approving or disapproving this Stipulation and Agreed Order

9        Nothing in this Stipulation and Agreed Order or any negotiations or proceedings in connection herewith shall constitute or be deemed to be evidence of an admission by any party of any liability or wrongdoing whatsoever, or the truth or untruth, or merit or lack of merit, of any claim or defense of any party. Neither this Stipulation and Agreed Order nor any negotiations or proceedings in connection herewith may be used in any proceeding against any party for any purpose whatsoever except with respect to effectuation and enforcement of this Stipulation and Agreed Order

10       This Stipulation and Agreed Order contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements. The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation and Agreed Order. The parties understand and agree that this Stipulation and Agreed Order may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties. The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation and Agreed Order has been orally altered or modified or otherwise changed by oral communication of any kind or character. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation, construction, or enforcement of this Stipulation and Agreed Order

11 This Stipulation and Agreed Order may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a signature page is the equivalent of an original signature page.

12 This Stipulation and Agreed Order shall be binding upon (i) the ATLT, as successor to the Debtors, (ii) Claimant and (iii) their respective predecessors, successors, heirs, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator, and any trustee appointed under Chapter 7 of the Bankruptcy Code.

Dated New York, New York  
June \_\_, 2005

**ALLEGIANCE TELECOM LIQUIDATING TRUST      LOOKING GLASS NETWORKS, INC**

By /s/ Clay Myers  
Clay Myers  
Allegiance Telecom Liquidating Trust  
1405 S Beltline Road, Suite 100  
Coppell, Texas 75019

By /s/ Jodi J. Caro  
Jodi J. Caro  
Vice President and General Counsel  
Looking Glass Networks, Inc  
1111 West 22<sup>nd</sup> Street, Suite 600  
Oak Brook, Illinois 60523

and

and

**AKIN GUMP STRAUSS HAUER & FELD LLP**

**SIDLEY AUSTIN BROWN & WOOD LLP**

By /s/ Kenneth A. Davis  
Ira S. Dizengoff (ID-9980)  
Phil C. Dublin (PD-4919)  
Kenneth A. Davis (KD-9070)  
590 Madison Avenue  
New York, New York 10022  
Telephone (212) 872-1000

By /s/ Lee Attanasio  
Lee Attanasio (LA-3054)  
787 Seventh Avenue  
New York, New York 10019  
Telephone (212) 839-5300

Counsel to Looking Glass Networks, Inc

Counsel to the Allegiance Telecom  
Liquidating Trust

SO ORDERED, this 29th day of July 2005

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re· Allegiance Telecom, Inc , et al  
Case No. 03-13057-(RDD)-11**

**DOCUMENTS APPENDED TO CLAIM**

On August 11, 2005, document(s) were appended to Claim Number **2905** for the following reason(s)

- ☐ Stipulation/Order
- ☐ New Supporting Documents
- ☒ Proof of Payment
- ☐ Stipulation and Agreed Order
- ☐ Other Docket Number ###

**ALLEGIANCE TELECOM LIQUIDATING TRUST**

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*1405 South Beltline Road**Suite 100**Coppell, TX 75019**(972) 462-5800*

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**DATE** Thursday, August 11, 2005

---

**TO** Richard J Reilly  
**COMPANY** BMC Group  
**LOCATION** El Segundo (CA)/New York (NY)  
**PHONE NUMBER** (917) 882-2880  
**FAX NUMBER** (310) 640-8071/(212) 457-6127

---

**FROM:** Annabelle Jo Frycki  
**PHONE NUMBER.** (707) 427-8729  
**FAX NUMBER** (707) 427-8729

---

**TOTAL NUMBER OF PAGES.** 1 + 2 = **3**

---

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**MESSAGE**

---

Rich

Attached are copies of the following items regarding Looking Glass Networks, Inc

- Cover Letter
- Check - \$140,470 95

The package was sent to Looking Glass' counsel as follows

Lee Attanasio (LA-3054)  
Sidley Austin brown & Wood LLP  
787 Seventh Avenue  
New York, New York 10019-6018  
(212) 839-5300

Let me know if you have any questions or need additional information

Thank you

-A-

**ALLEGIANCE TELECOM LIQUIDATING TRUST**

---

*1405 South Beltline Road**Suite 100**Coppell, TX 75019**(972) 462-5800*

---

August 10, 2005

Jodi J Caro  
Vice President & General Counsel  
Looking Glass Networks, Inc  
1111 West 22nd Street, Suite 600  
Oak Brook, Illinois 60523

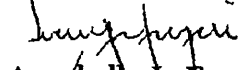
***Sent by UPS – Next Day Air Saver***  
***Tracking No. 1Z 1E6 60V 13 9862 3599***

Dear Jodi

Please find enclosed a check (#772) in the amount of \$140,470.95. This check represents the cash recovery amount pursuant to page 5, paragraph 2 of the Stipulation and Agreed Order Resolving Claims of Looking Glass Networks, Inc. filed with the United States Bankruptcy Court Southern District of New York and ordered on July 29, 2005.

Please let me know if you have any questions concerning this matter. You may reach me at (707) 427-8729.

Sincerely,



Annabelle Jo Frycki  
Allegiance Telecom Liquidating Trust

Enclosure

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

**ALLEGIANCE TELECOM LIQUIDATING TRUST**1405 S. BELTLINE ROAD  
SUITE 100  
COPPELL TX 75019JP MORGAN CHASE  
2200 ROSS AVENUE  
DALLAS TX 75266-0197

32 115/1110

772

8/12/2005

PAY TO THE  
ORDER OF

Looking Glass Networks Inc

\$ \*\*140,470.95

One Hundred Forty Thousand Four Hundred Seventy and 95/100

Looking Glass Networks, Inc  
1111 West 22nd Street  
Suite 600  
Oakbrook, IL 60523

MEMO

Per Court Order dated 7/29/05

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DOLLAR  
Security featur  
included.  
Details on back

AUTHORIZED SIGNATURE

**ALLEGIANCE TELECOM LIQUIDATING TRUST**

Looking Glass Networks, Inc

Date	Type	Reference
8/1/2005	Bill	Settlement

Original Amt  
140,470.95

8/12/2005		Payment
Balance Due	Discount	
140,470.95		140,470.95
Check Amount		140,470.95

772

Operating Account

Per Court Order dated 7/29/05

140,470.95