

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this ____ day of ____, 2014, by and between the Louisville/Jefferson County Metro Government (hereinafter “Louisville Metro”), and Fiber Technologies Networks, L.L.C.

WITNESSETH:

WHEREAS, pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances and Sections 163 and 164 of the Kentucky Constitution, the Louisville Metro solicited bid proposals from parties interested in obtaining franchises to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky; and

WHEREAS, Fiber Technologies Networks, L.L.C. submitted a bid proposal to Louisville Metro for a communications services franchise pursuant to the requirements of Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

WHEREAS, pursuant to Ordinance No. ____ Series 2014, Louisville Metro granted to Fiber Technologies Networks, L.L.C. for a period of twenty (20) years, a non-exclusive franchise to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

WHEREAS, Louisville Metro and Fiber Technologies Networks, L.L.C. have entered into this Franchise Agreement to memorialize the award by Louisville Metro to Fiber Technologies Networks, L.L.C. of said franchise pursuant to the terms and conditions reflected in Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Louisville Metro and Fiber Technologies Networks, L.L.C. hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Fiber Technologies Networks, L.L.C. for said franchise, which is attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Louisville Metro has granted unto Fiber Technologies Networks, L.L.C. a non-exclusive franchise, for a term of ten (20) years to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky and as more specifically identified in the above- mentioned bid pursuant to Chapter 116.70 - 116.99 of the Louisville Metro Code of Ordinances.

4. The franchise memorialized in this Franchise Agreement shall commence ____, 2014, and shall expire on ____.

5. Fiber Technologies Networks, L.L.C. does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

6. This Franchise Agreement memorializes the agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Louisville Metro and Fiber Technologies Networks, L.L.C. have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

LOUISVILLE/JEFFERSON
COUNTY METRO GOVERNMENT

Greg Fischer, Mayor

FIBER TECHNOLOGIES NETWORKS,
L.L.C.

By: _____

Its: _____

APPROVED AS TO FORM AND
LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



Louisville Metro
Communications Franchise Application

(This application must be filed with ten (10) additional copies)

(For more detail on application requirements and communications franchises generally, please review Louisville Metro Code of Ordinances §116.70 – 116.99 at www.louisvilleky.gov/economicdevelopment)

Applicant Information

Applicant Name: Fiber Technologies Networks, L.L.C.

(Complete Legal Name as Registered with the Kentucky Secretary of State)

Address: 300 Meridian Centre

City: Rochester State: NY Zip Code: 14618

E-mail Address: jmessenger@fibertech.com

Phone Number: 585-697-5162 Fax Number: 585-442-8845

Local Representative Information

Name: [See attached addendum]

Address: _____

City: _____ State: _____ Zip Code: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

Emergency Contact Information: _____

Description of Proposed System Design (LMCO § 116.71 (D)(1)(c)):

[See addendum.]

Description of All Types of Service Proposed (LMCO § 116.71 (D)(1)(d)):

[See addendum.]

Disclosure of Ownership of Facilities (LMCO § 116.71 (D)(1)(e)):

[See addendum.]

Additional Requirements - Please submit the following:

1. A technical description of the type of system proposed by the applicant and the applicant's plan for the installation of the system (Please see LMCO § 116.71 (D)(1)(f) for specific requirements for description).
2. The engineering statement required by LMCO § 116.71 (D)(1)(g).
3. Copy of the applicant's certificate of authority from the Public Service Commission ("PSC") or a signed statement that applicant is not lawfully required to have such certificate from the PSC.
4. Copy of the applicant's certificate of authority from the Federal Communications Commission ("FCC") or a signed statement that the applicant is not lawfully required to have such certificate from the FCC.
5. Copy of all required insurance policies and certificates with a signed statement from Louisville Metro's Insurance and Risk Coordinator that such policies and certificates are acceptable to Louisville Metro.
6. A statement signed by the applicant that the applicant agrees to be bound by all provisions of the Franchise and agrees to obtain all application permits and authorizations prior to constructing, installing or operating a System in the right-of-way.
7. Filing Fee
8. Supplementary, additional or other information that the applicant deems reasonable for consideration.

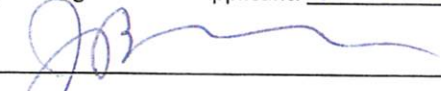
Louisville Metro hereby puts the applicant on notice of the following:

1. Applications may be modified at any time prior to the opening of the applications, provided that any modifications must be duly executed in the manner that the applicant's application must be executed.
2. Louisville Metro reserves the right to require such supplementary, additional or other information that it deems reasonable necessary for its determinations.
3. Louisville Metro reserves the right to waive all formalities and/or technicalities where the best interest of Louisville Metro may be served.
4. Franchises shall be granted in accordance with Kentucky Constitution Sections 163 and 164. All franchisees shall be required to obtain and maintain any necessary and lawful permit, license certification, grant, registration or any other authorization required by any appropriate governmental entity.
5. Any franchise granted pursuant to this application shall take effect and be in force from and after the effective date of a resolution granting a franchise, provided that on or before said date, franchisee shall:
 - a. Enter into and execute such contracts and documents as required by Louisville Metro that are consistent with the terms and provisions of LMCO § 116.71-116.99.
 - b. File certificates of insurance as required by LMCO § 116.71-116.99.
 - c. File such bond or bonds as required by LMCO § 116.71-116.99.
 - d. Advise the Director of Finance in writing of Franchisee's address for mail and official notifications from Louisville Metro.

CERTIFICATION

Applicant hereby certifies that the information provided by the applicant is true and correct and that the person signing on behalf of the applicant is authorized to do so. Applicant further acknowledges and certifies that is shall be responsible to certify to Louisville Metro any material changes to the information provided in the completed application during the term of any Franchise.

Complete Legal Name of Applicant: Fiber Technologies Networks, L.L.C.

By:  John B. Messenger

Title: Associate Gen'l Counsel, Fibertech Networks, LLC (parent and sole member of applicant)

Date: 5/1/2014

NOTICE TO APPLICANTS

Information submitted on applications is a public record under the Kentucky Open Records Act, Sections 61.870, et. seq. of the Kentucky Revised Statutes. Under that law, certain kinds of proprietary and trade information are exempt from disclosure. Should an applicant believe that any information required to be submitted involves confidential proprietary or trade information, the applicant should contact the Metro Public Works Department before the application is filed and request a determination as to whether the information is covered by the exemption. If no such request is made prior to the filing of the application, the applicant will be deemed to have waived any entitlement to confidentiality under the Open Records Act.

Addendum to Communications Franchise Application
Fiber Technologies Networks, L.L.C. ("Fibertech")

Introduction:

This information supplements Fibertech's Louisville Metro Communications Franchise Application form, to which it is appended.

Local Representative Information:

Fibertech's Network Operations Center ("NOC") is staffed with technicians trained to respond to and resolve trouble reports and inquiries from customers 24 hours a day, 365 days a year. NOC employees are often able to remotely detect, monitor, and repair service troubles from Fibertech's Rochester, NY, headquarters. Where necessary, they will contact and dispatch an employee or subcontractor in the area to visit the trouble site and make needed repairs. Attached as Exhibit A is a copy of Fibertech's Emergency Escalation List, which contains contact information for the NOC and for increasing levels of supervision and upper management.

Fibertech is in the process of retaining a local representative in the Louisville area, and will provide that person's name and contact information when it is available. Meanwhile Mike Rivera from Fibertech's Operations department is serving as Project Manager for the proposed Louisville system. Mr. Rivera can be reached on 585-880-9324 and MRivera@fibertech.com.

Description of Proposed System Design (LMCO §116.71(D)(1)(c)):

Fibertech proposes to construct a competitive telecommunications system consisting of fiber optic cable and associated appurtenant facilities including, without limitation, amplifiers, transmitters, new poles, uninterrupted power supplies, antennas, cabling, splice connectors, and brackets. The initial system will be as described in the technical description and accompanying network map. However, Fibertech expects to continually expand its system in the Louisville Metro area over the years as additional customers are connected to the network. These additional customers may include telecommunications carriers (both landline and wireless) and enterprise business customers (including financial, health care, educational and government organizations).

Description of All Types of Service Proposed (LMCO § 116.71 (D)(1)(d)):

Fibertech plans to offer point-to-point telecommunications consisting of dark fiber connectivity and lit services including private line, Internet access, wholesale carrier and wireless backhaul (including small cell applications). The lit services will be provisioned using high-speed state-of-the-art technology such as Ethernet and Dense Wave Division Multiplexing (DWDM).

Disclosure of Ownership of Facilities (LMCO § 116.71 (D)(1)(e)):

Fibertech is a foreign limited liability company (organized under the laws of New York) authorized to do business in the Commonwealth of Kentucky. Fibertech is listed as Active and in Good standing on the website of the Kentucky Secretary of State. See <https://app.sos.ky.gov/ftsearch/> (Organization Number 0828273).

Unlike most other telecommunications companies, Fibertech has grown its network through organic construction rather than merger, acquisition, or the purchase of other companies' assets or facilities. Accordingly, Fibertech tends to own all or nearly all of the fiber optic cable and equipment it uses to serve a given metropolitan area, and expects to do so in Louisville Metro as well. Although Fibertech also owns some of its own carrying plant, the company generally prefers to make use of available poles or conduit through agreements with utilities or municipalities.

Additional Information:

Technical System Description (LMCO § 116.71 (D)(1)(f)):

Fibertech proposes to construct a competitive telecommunications system consisting of fiber optic cable and associated appurtenant facilities including, without limitation, amplifiers, transmitters, new poles, uninterrupted power supplies, antennas, cabling, splice connectors, and brackets.

In its initial phase, Fibertech's network will connect small cell equipment with traditional cell site antennas for a Fibertech customer that is a major provider of wireless telecommunications. Equipment start points, routes, and end points for this initial phase are indicated on the map provided as Exhibit B.

Fibertech expects to continually expand its system in the Louisville Metro area during the term of this franchise as additional customers are connected to the network.

Engineering Statement (LMCO § 116.71 (D)(1)(g)):

A copy of the required Engineering Statement is provided as Exhibit C.

PSC Certificate of Authority (LMCO § 116.71(D)(1)(h)(3)):

The Kentucky Public Service Commission does not issue a documentary “certificate of authority” for a competitive telecommunications provider such as Fibertech. Fibertech submitted an application to the PSC on April 20, 2012, for authority to operate as an interexchange carrier and competitive local exchange carrier. See Exhibit D. Fibertech is listed on the PSC’s website as both a competitive exchange carrier (Utility ID #5056890) and long distance carrier (Utility ID #5179570) with active status. See http://psc.ky.gov/utility_master/mastersearch.aspx.

FCC Certificate of Authority (LMCO § 116.71(D)(1)(h)(4)) :

The Federal Communications Commission (“FCC”) does not issue certificates of authority as such to competitive communications carriers such as Fibertech. However, Fibertech is listed on the FCC’s website as a communications carrier with a current registration. See Exhibit E.

Insurance (LMCO § 116.71(D)(1)(h)(5)):

A copy of the required insurance certificate and policy is provided as Exhibit F.

Applicant Statement (LMCO § 116.71(D)(1)(h)(6)):

The required applicant statement is provided as Exhibit G.

Filing Fee (LMCO § 116.71(D)(1)(a)):

A check for the \$1,000 filing fee is included with this application.

Supplementary, additional or other information (LMCO § 116.71(D)(1)(h)(1)):

No additional information is being provided at this time. However, Fibertech is willing to provide whatever additional information Louisville Metro may reasonably require.

Exhibits

Exhibit A	.....	Emergency Escalation List
Exhibit B	.....	Technical Description (Map)
Exhibit C	.....	Engineering Statement
Exhibit D	.....	PSC Certificate of Authority
Exhibit E	.....	FCC Certificate of Authority
Exhibit F	.....	Insurance Certificate and Policy
Exhibit G	.....	Applicant's Statement

Exhibit A



EMERGENCY ESCALATION LIST

If you are experiencing an outage condition, degradation of service or damage on your network, please contact Fibertech Networks at our 24/7 Network Operations Center:

1-800-497-5578 or Email the NOC at FibertechNOC@fibertech.com

When reporting an emergency, you must provide the following information:

- Name of the company making the report
- Name of contact person reporting the problem
- Telephone number to call back to with status updates
- Location(s) with the problem
- Location(s) contact name with phone, pager, or cellular number
- Location(s) access instructions, if required
- The fiber or port number with the problem
- Description of the problem with as much detail as possible
- Time and date the problem occurred or started
- If appropriate, a statement that an emergency exists and that a problem presents a threat to the property of the customer, Fibertech, or a third party

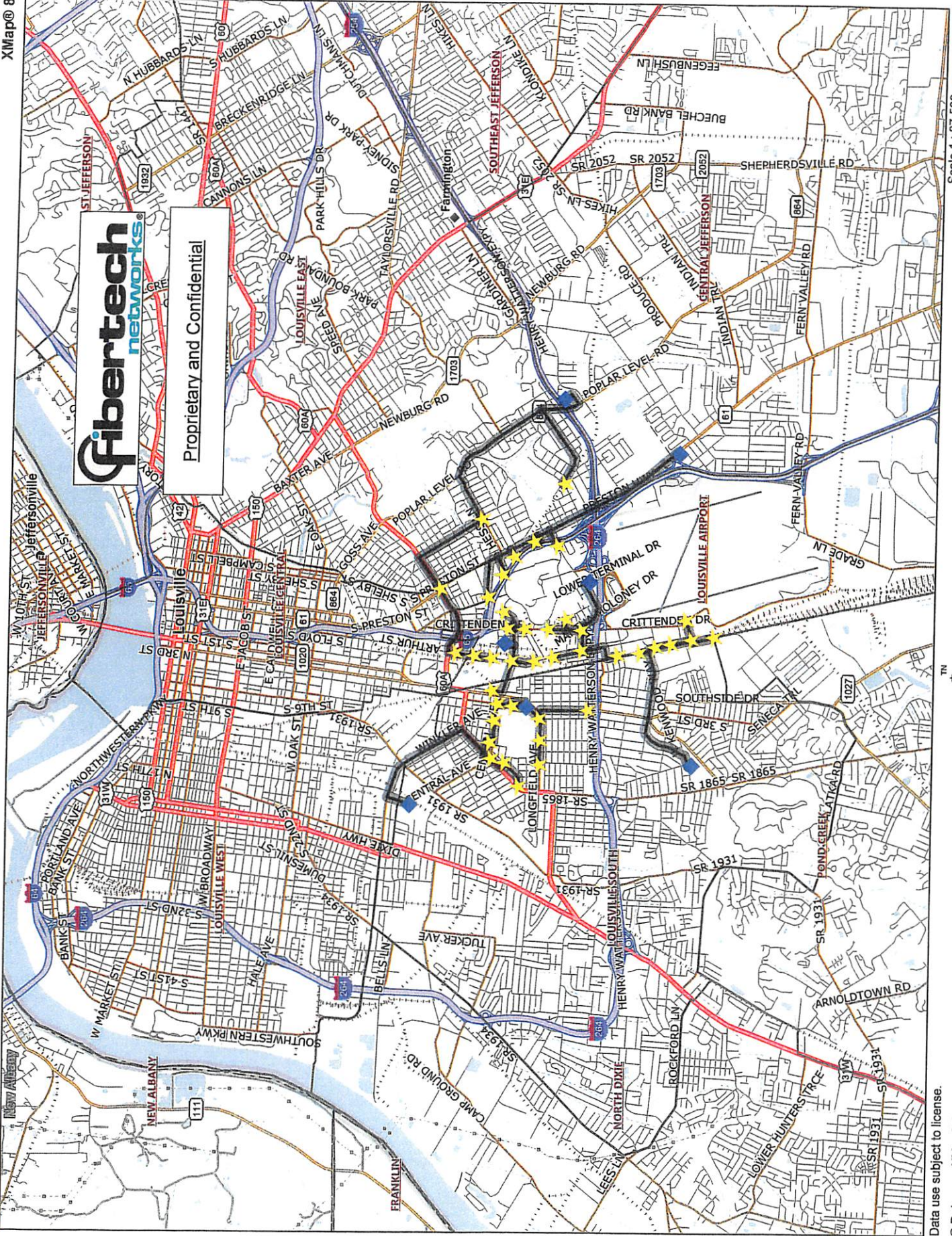
If you feel that you are not receiving adequate technical support you may escalate to the following Fibertech individuals:

LEVEL	TITLE	PHONE (Office)	PHONE (Mobile/Home)
Level 1			
Andrew Istvan	- NOC Team Lead "A" Shift	1-800-497-5578 (NOC)	
Dan Iovino	- NOC Supervisor "B" Shift	1-800-497-5578 (NOC)	
Jay Schreiber	- NOC Supervisor "C" Shift	1-800-497-5578 (NOC)	
Marvin Miner	- NOC Supervisor "Weekends"	1-800-497-5578 (NOC)	
Level 2			
Kyle Ramirez	NOC Maintenance Manager	585-697-5119 (Office)	585-775-5380 (Mobile)
Tim Young	- NOC Technical Manager	585-697-5102 (Office)	585-305-4593 (Mobile)
Level 3			
Geno Baird	- NOC Director	585-568-8454 (Office)	585-208-6582 (Mobile)
Level 4			
Earl Ipsaro	- VP of Engineering	585-697-5103 (Office)	585-350-9215 (Mobile)
Level 5			
Gary Muisus	- VP Construction	585-697-5137 (Office)	585-303-8553 (Mobile)
Level 6			
Mike Brown	- VP Network Operations	585-697-5150 (Office)	585-202-4375 (Mobile)
Level 7			
Frank Chiaino	- President & COO	585-697-5105 (Office)	585-202-4370 (Mobile)
Level 8			
John Purcell	- Chairman & CEO	585-697-5101 (Office)	585-738-8164 (Mobile)

Exhibit B



Proprietary and Confidential



Scale 1 : 87,500



1" = 1,616.8 ft Data Zoom 11-2

Data use subject to license.

© Delorme, XMap® 8.

www.delorme.com

Exhibit C

Engineering Statement
(LMCO § 116.(D)(1)(g)

I am VP Network Operations – Executive for Fibertech Networks, LLC, the parent company and sole member of Fiber Technologies Networks, L.L.C. (“Fibertech”). I submit this statement in support of Fibertech’s application for a Communications Franchise from the Louisville – Jefferson County Metro Government (“Louisville Metro”), pursuant to the Louisville Metro Communications Services Franchise Ordinance (the “Ordinance”). As required by section 116.71(D)(1)(g) of Ordinance, I hereby advise that Fibertech’s planned system and operations thereof will meet all the requirements set forth in the Ordinance and in Fibertech’s application.



Michael M. Brown

Exhibit D



phone 585-697-5100
fax 585-442-8845
300 Meridian Centre
Rochester, NY 14618

April 20, 2012

Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

**Re: Application of Fiber Technologies Networks, L.L.C.
for authority to operate as an Interexchange Carrier and
Competitive Local Exchange Carrier in the State of Kentucky**

Fiber Technologies Networks, L.L.C. ("Fibertech") hereby submits the following information in accordance with the provisions of Administrative Case Nos. 359 and 370.

1. The name, street address, telephone number and fax number of Fiber Technologies Networks, L.L.C., are as follows:

Name: Fiber Technologies Networks, L.L.C.
Address: 300 Meridian Centre
Rochester, New York 14618
Phone No.: (585) 697-5100
Fax No.: (585) 442-8845

2. A copy of Fibertech's Articles of Incorporation are attached as Exhibit 1.
3. The name, street address, telephone number and fax number of the responsible contact persons for customer complaints and regulatory issues are as follows:

Customer Service Contact

Name: Troy Mason
Address: 300 Meridian Centre
Rochester, NY 14618
Phone No.: 585-697-5154
Fax No.: 585-271-5054

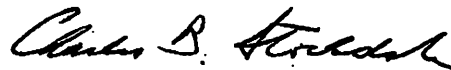
Regulatory Contact

Name: Charles B. Stockdale
Address: 300 Meridian Centre
Rochester, New York 14618
Phone No.: (585) 697-5100
Fax No.: (585) 442-8845

4. Attached as Exhibit 2 is a notarized statement by me attesting to the following facts:
 - Fibertech has not provided or collected for intrastate service in Kentucky prior to the filing of this notice of intent to provide service in Kentucky;
 - Fibertech does not seek to provide operator assisted services to traffic aggregators as defined in Administrative Case No. 330; and
 - Fibertech does not intend to offer basic local exchange service, as defined in KRS 278.541(1) or intrastate switched access services in Kentucky.
5. Fibertech does not plan to offer switched access services or basic local exchange service and does not intend to file intrastate tariffs with the Commission. Rather, Fibertech will enter into individual contracts with the business, government and other customers with whom it may do business in Kentucky. On its website (www.fibertech.com), Fibertech will provide information on how prospective customers in Kentucky may contact Fibertech and negotiate service contracts.
6. A sample of a Fibertech bill is attached as Exhibit 3.
7. Fibertech has not previously filed an interconnection agreement with the Kentucky Public Service Commission and currently does not plan on filing one.

If you have any questions, please feel free to write me at 300 Meridian Centre, Rochester, New York 14618, e-mail me at cstockdale@fibertech.com, or call me at (585) 697-5113.

Very truly yours,



Charles B. Stockdale
Vice President and General Counsel
Fibertech Networks, LLC
Sole Member of Fiber Technologies Networks,
L.L.C.

Exhibit 1

[Copy of Fibertech's Articles of Incorporation]

Exhibit 2

Declaration of Charles B. Stockdale

I, Charles B. Stockdale, am the Vice President and General Counsel of Fibertech Networks, LLC, the sole member of Fiber Technologies Networks, L.L.C. (Fibertech), a limited liability company incorporated under the laws of the state of New York. I have held the position of Vice President and General Counsel since 2000, and I am familiar with the business and operations of Fibertech.

Fibertech has not provided any intrastate service nor collected revenues in connection with the provision of intrastate services in Kentucky prior to the filing of this letter.

Fibertech does not seek authorization to provide, nor does it intend to provide operator services to traffic aggregators as defined in Administrative Case No. 330.

Fibertech does not intend to offer basic local exchange service, as defined in KRS 278.541(1) or intrastate switched access services in the state of Kentucky. Rather Fibertech plans to offer a wide variety of services through its open access network. These include dark fiber connectivity, lit transport for voice and data, and Internet access. The dark fiber and lit fiber customers can be both end-users and other telecommunications companies, which companies in turn will use Fibertech's facilities and services to serve their own end-user customers. In other states Fibertech currently serves business and government customers, such as state agencies, schools, hospitals, insurance companies, public and private colleges and universities, and wireless carriers. Fibertech will provide these services to customers in Kentucky on an individual contract basis. Fibertech will provide information on its website (www.fibertech.com) indicating how customers may contact Fibertech and negotiate service contracts.

I declare that the foregoing is true and correct to the best of my information and belief.

Signature: Charles B. Stockdale
Charles B. Stockdale
Vice President and General Counsel
Fibertech Networks, LLC
Sole Member of Fiber Technologies
Networks, L.L.C.
300 Meridian Centre
Rochester, New York 14618

Sworn to and subscribed before me this
20th day of April, 2012

Mario R. Rodriguez
Notary Public

My Commission expires: May 14, 2015

MARIO R. RODRIGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
REG. 01R00058812
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES MAY 14, 2015

Exhibit 3

[Sample of Fibertech Bill]

Exhibit E

Announcing a new FCC.gov

Tell us what you think and help shape the future >>



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FCC Form 499 Filer Database Detailed Information

[FCC](#) > [CGB Home](#) > [FCC Form 499 Filer Database](#) > FCC Form 499 Filer Database Detailed Information

[FCC site map](#)

FCC Form 499 Filer Database

DETAILED INFORMATION

 [Form 499 Filer 821688 RSS Feed](#)

Filer Identification Information:

499 Filer ID Number:	821688
Registration Current as of:	Apr 1 2014 12:00AM
Legal Name of Reporting Entity:	Fiber Technologies Networks, LLC
Doing Business As:	Fiber Technologies Networks, LLC
Principal Communications Type:	Other Local
Universal Service Fund Contributor:	Yes
(Contact USAC at 888-641-8722 if this is not correct.)	
Holding Company:	FIBERTECH NETWORKS LLC
Registration Number (CORESID):	0006797849
Management Company:	
Headquarters Address:	300 Meridian Centre
City:	Rochester
State:	NY
ZIP Code:	14618
Customer Inquiries Address:	300 Meridian Centre
City:	Rochester
State:	NY
ZIP Code:	14618
Customer Inquiries Telephone:	877-211-1978
Other Trade Names:	

Agent for Service of Process:

Local/Alternate Agent for Service of Process:

Telephone:	
Extension:	
Fax:	
E-mail:	
Business Address of Agent for Mail or Hand Service of Documents:	
City:	
State:	
ZIP Code:	

D.C. Agent for Service of Process: **Dave Hogan Lovells**
 Telephone: **202-637-5675**
 Extension:
 Fax: **202-637-5910**
 E-Mail: dave.thomas@hoganlovells.com
 Business Address of D.C. Agent for
 Mail or Hand Service of Documents: **555 Thirteenth Street, NW**
 City: **Washington**
 State: **DC**
 ZIP Code: **20004**

FCC Registration Information:

Chief Executive Officer: **John Purcell**
 Business Address: **300 Meridian Centre**
 City: **Rochester**
 State: **NY**
 ZIP Code: **14618**

Chairman or Other Senior Officer: **Frank Chiaino**
 Business Address: **300 Meridian Centre**
 City: **Rochester**
 State: **NY**
 ZIP Code: **14618**

President or Other Senior Officer: **Charles Stockdale**
 Business Address: **300 Meridian Centre**
 City: **Rochester**
 State: **NY**
 ZIP Code: **14618**

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

- Connecticut
- Delaware
- District of Columbia
- Indiana
- Kentucky
- Maryland
- Massachusetts
- Michigan
- New Jersey
- New York
- North Carolina
- Ohio
- Pennsylvania
- Rhode Island

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Federal Communications Commission
445 12th Street SW
Washington, DC 20554
[More FCC Contact Information...](#)

Phone: 1-888-CALL-FCC (1-888-225-5322)
TTY: 1-888-TELL-FCC (1-888-835-5322)
Fax: 1-866-418-0232
E-mail: fccinfo@fcc.gov

- [Privacy Policy](#)
- [Website Policies & Notices](#)
- [Required Browser Plug-ins](#)
- [Freedom of Information Act](#)

Exhibit F



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James P Reagan Agency 8 E Main Street P O Box 191 Marcellus NY 13108		CONTACT NAME:	
		PHONE (A/C, No, Ext): 315-673-2094	FAX (A/C, No): 315-673-1121
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED FIBENET Fibertech Holdings Corp.* 300 Meridian Centre, Ste. 200 Rochester NY 14618		INSURER A: The Travelers Indemnity Co INSURER B: Hanover Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:	
		25658 22292	

COVERAGES **CERTIFICATE NUMBER: 247452800** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> prim/non-contrib GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	ZDSA01574800	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AWSA01608900	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phys Dmg \$50,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UHSA01696000	7/1/2013	7/1/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	W2SA01444300	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTT-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Excess Liability Rented/Leased Equip & Installation Coverage			ZUP15P1861813NF ZDSA01574800	7/1/2013 7/1/2013	7/1/2014 7/1/2014	\$15,000,000 occ. \$15,000,000 aggr. \$100,000 Ded. \$1,000 \$500,000 Ded. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*Named Insured Includes: Fibertech Networks, LLC, Fiber Technologies New York Networks, Inc., Fiber Technologies Networks LLC/Auto Hired Physical Damage Deductibles \$500 Comp/Collision
Additional Insured and Waiver of Subrogation are applicable only if required by contract
Auto & Umbrella policies are on a primary basis/General Liability is on a primary & non-contributory basis & includes completed operations
Louisville/Jefferson County Metro Government, including its Mayor and Metro Council members are named as Additional Insureds

CERTIFICATE HOLDER Louisville Metro Metro Hall / 4th Floor 527 W. Jefferson St Louisville KY 40202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James P Reagan</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK TECHNOLOGY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured - Broad Form Vendors	Included
3.	Additional Insured - "Employee" and "Volunteer Worker" Broadened "Bodily Injury" Coverage	Included
4.	Aggregate Limit per "Location"	Included
5.	Alienated Premises	Included
6.	Aircraft - Nonowned Hired, Chartered or Loaned with Paid Crew	Included
7.	Blanket Waiver of Subrogation	Included
8.	"Bodily Injury" Redefined	Included
9.	Broad Form "Property Damage" - Borrowed Equipment, Customers Goods & Use of Elevators	Included
10.	Damage to your Product	\$50,000
11.	Expected or Intended Injury Coverage For "Property Damage"	Included
12.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
13.	Knowledge of "Occurrence"	Included
14.	Liberalization Clause	Included
15.	Medical Payments - Increased Limit	\$10,000
16.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
17.	Non-owned Watercraft	51 ft.
18.	Personal Injury - Enhancements	Included
19.	"Product Recall Expense"	
	- Each "Occurrence" Limit	\$25,000
	- Aggregate Limit	\$50,000
20.	"Property Damage" Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$1,000,000
21.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1,000
22.	Unintentional Failure to Disclose Hazards	Included
23.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and/or broader coverage grants.

Except as modified in this endorsement, all other terms and conditions of the policy to which this endorsement is attached will apply.

1. Additional Insured by Contract, Agreement or Permit

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you agreed in a written contract, agreement or permit to provide insurance is an additional insured but only with respect to:

- a. "Your work" for the additional insured(s)

designated in the contract, agreement or permit;

- b. Premises you own, rent, lease or occupy; or
- c. Your maintenance, operation or use of equipment leased to you.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

This provision does not apply:

- d. Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury".
- e. To any person or organization included as an additional insured by an endorsement issued by us and made part of this Coverage Part.
- f. To any person or organization included as an insured under Paragraph 2. of this endorsement.
- g. To any lessor of equipment:
 - (1) After the equipment lease expires; or
 - (2) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- h. To any:
 - (1) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (2) Managers or lessors of premises if:
 - (a) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- i. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- j. To any person or organization excluded as an additional insured by an endorsement issued by us and made part of this Coverage Part

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply.

2. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Additional insured coverage will not be provided by this provision if an insured is otherwise excluded in this policy.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured. All other insuring agreements, exclusions, and conditions of this policy apply.

3. Additional Insured – “Employee” and “Volunteer Worker” Broadened “Bodily Injury” Coverage

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your “employees” and “volunteer workers” are insured for “bodily injury” that results from the providing of or failure to provide first aid by an “employee” or “volunteer worker”, other than a licensed medical provider.

4. Aggregate Limit Per “Location”

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.

b. The following definition is added to **SECTION V – DEFINITIONS**:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item j.(2) is replaced by the following:

j.(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item g.:

This exclusion does not apply to:

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” liability that would also

be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

7. Blanket Waiver of Subrogation

We will waive our right to recover damages for “bodily injury”, “property damage” or “personal and advertising injury” from another person or entity, provided you have waived your rights to recover damages against such person or entity in a written contract or agreement executed before the “occurrence” or offense.

In all other circumstances, you agree to assign to us your rights of recovery against any other party for any damages we have paid on your behalf. You will do everything necessary to preserve our rights and will do nothing to impair them. At our request, you will bring “suit” or transfer those rights to us and help us enforce them.

8. “Bodily Injury” Redefined

SECTION V – DEFINITIONS, Paragraph 3. “Bodily Injury” is replaced by the following:

“Bodily injury” means “bodily injury”, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from “bodily injury”, sickness or disease.

9. Broad Form “Property Damage” – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item j. is amended as follows:

Paragraph (4) does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to “property damage” to “customer’s goods” while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following definition is added to **SECTION V – DEFINITIONS**:

“Customer’s goods” means property of your customer on your premises for the purpose of being:

(1) Worked on; or

(2) Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

10. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item k. Damage to Your Product is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all property damage to "your product" arising out of any one occurrence.

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

11. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item a. is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

12. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

13. Knowledge of "Occurrence"

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY**

CONDITIONS, Paragraph 2. Duties in the Event of "Occurrence", Offense, Claim or "Suit":

Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, "executive officer" or an "employee" designated by you to give us such a notice.

14. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

15. Medical Payments – Increased Limits

a. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1.a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident. Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you", an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you", an injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter; and

b. **SECTION III – LIMITS OF INSURANCE, Paragraph 7.** is replaced by the following:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by one person.

c. This coverage does not apply if **COVERAGE C** is excluded either by the provisions of the Coverage Part or by endorsement.

16. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

17. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, item g.(2) is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

18. Personal Injury – Enhancements

a. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions, item e. is deleted in its entirety.

b. **SECTION V – DEFINITIONS**, Paragraph 14. "Personal and Advertising Injury", item b. is replaced by the following:

- b. Malicious prosecution or abuse of legal process.

19. "Product Recall Expense"

a. The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 1. Insuring Agreement:

We will reimburse you for "product recall expenses" incurred by you because of a "covered recall" to which this insurance applies.

b. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, item n. is replaced by the following:

n. **Recall of Products, Work or "Impaired Property"**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";

- (2) "Your work"; or

- (3) "Impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:

- (4) Failure of any products to accomplish their intended purpose;

- (5) Breach of warranties of fitness, quality, durability or performance;

- (6) Loss of customer approval, or any cost incurred to regain customer approval;

- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

- (8) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

- (9) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (10) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

c. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3:

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

d. The following is added to **SECTION III – LIMITS OF INSURANCE**:

For "product recall expenses", the Limits of Insurance and rules stated below fix the most we will pay under this coverage part.

1. The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
2. The Each "Occurrence" Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.
 - a. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
 - b. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
 - c. If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each "Occurrence" Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

The Limits of Insurance of "Product Recall Expense" apply separately to each consecutive annual period. However, if an alternative notice or a late conditional renewal notice results in an extension of this endorsement beyond the expiration date of the policy, the applicable limit of the expiring policy shall be increased in proportion to the policy extension.

3. A Deductible of \$500 applies for Each "Occurrence".
- e. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of "Occurrence", Offense, Claim or "Suit"**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- a. Give us notice as soon as practicable of any discovery or notification that "your

product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall; and

- b. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you" unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you" will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- f. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed "advertisements" including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to

avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product".

20. "Property Damage" Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)

a. The word fire is changed to **fire, lightning, explosion, smoke and leakage from fire protective systems** where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

b. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

c. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay is the higher of:

a. \$1,000,000; or

b. The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under **COVERAGE A** for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

d. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, item b.(1)(a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with

permission of the owner; or

e. **SECTION V – DEFINITIONS**, Paragraph 9. "Insured contract", item a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

21. Supplementary Payments Increased Limits

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

22. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

23. Unintentional Failure to Notify

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of "Occurrence", Offense, Claim or "Suit"**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to

your reasonable belief that the "bodily injury" or "property damage" is not covered under this policy.

Failure to give notice to us as required under this policy shall not invalidate any "claim" made by "you", an injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by "you", an injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

24. Maintenance of Direct Action Against Us

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

With respect to a claim arising out of death or personal injury, if we disclaim liability or coverage based on failure to provide timely notice, then the injured person or other claimant may maintain an action directly against us, in which the sole question is the disclaimer or denial based on the failure to provide timely notice, unless within 60 days following such disclaimer or denial unless either the insured or we file a Declaratory Judgment action and names the injured person or other claimant as a party to the action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT-NEW YORK**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II- LIABILITY COVERAGE 3.

BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured provision:**

- d. Any business entity for which you have a financial interest greater than 50% of the

voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSUREDS

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph A1.

Who

Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph A2.

Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto."

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph 3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the

purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed

solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto," including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto," and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is excess.

However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto," to remove and transfer your materials and equipment from the covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto." If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3,000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

SECTION IV - CONDITIONS

14. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident," claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident," claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership, or
 - (3) An executive officer or insurance manager if you are a corporation.

15. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract," written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

16. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2.**

Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

17. HIRED AUTO - WORLDWIDE COVERAGE

Paragraph e. under **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** is replaced with the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

SECTION V - DEFINITIONS

18. MENTAL ANGUISH

Paragraph C. **"Bodily injury," SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

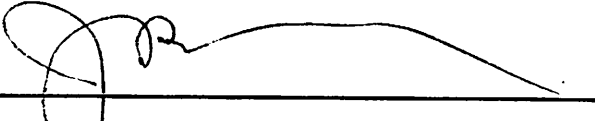
Schedule

*Typist: strike out third sentence if inapplicable.

Exhibit G

Applicant Statement
(LMCO § 116.(D)(1)(h)(6)

I am Associate General Counsel for Fibertech Networks, LLC, the parent company and sole member of Fiber Technologies Networks, L.L.C. ("Fibertech"). I submit this statement in support of Fibertech's application for a Communications Franchise from the Louisville – Jefferson County Metro Government ("Louisville Metro") pursuant to the Louisville Metro Communications Services Franchise Ordinance (the "Ordinance"). As required by section 116.71(D)(1)(h)(6) of the Ordinance, on behalf of the applicant, I hereby state that Fibertech agrees to be bound by all provisions of the Franchise and agrees to obtain all application permits and authorizations prior to constructing, installing or operating a System in the right-of-way.



John B. Messenger