

**CINCINNATI BELL EXTENDED TERRITORIES LLC**  
**Residence Service Agreement - Local Telephone Services**  
**Nonresidence Service Agreement - Local Telephone Services**

**Section 21 - Construction**

A. SPECIAL CONSTRUCTION

1. Terms and Conditions

a. Basis for Charges

When a Customer requires a special type of construction, or a type of facilities not normally provided, or when the conditions imposed by the customer make construction or installation abnormally or excessively expensive to provide the services in this Agreement or the Company's tariffs, an additional charge may apply. This charge would equal the difference between the estimated cost of the special construction and the estimated cost for a normal type of construction.

Additional construction charges may also apply if the Customer's location requires the Company to construct facilities so that the Customer can be connected to the Company's network. In this case, the maximum charge would equal the estimated cost of construction less any applicable non-recurring charges. (Note: The same non-recurring charges apply in cases of special construction as apply in cases where special construction is not required.)

Special construction charges may include any or all of the following:

- Nonrecurring charges;
- Recurring charges; or
- Termination liabilities.

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A. SPECIAL CONSTRUCTION (Continued)

b. Basis for Cost Computation

The costs referred to in part A.1.a of this section may include one or more of the items listed below, to the extent they are applicable:

1. Costs to install the facilities to be provided, including estimated costs for the rearrangements of existing facilities. These costs include equipment and materials provided or used; engineering, labor, and supervision; transportation; and rights of way and/or any required easements.
2. Cost of maintenance.
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
4. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
5. License preparation, processing, and related fees.
6. Any other identifiable costs related to the facilities provided; or
7. An amount for return and contingencies.

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A. SPECIAL CONSTRUCTION (Continued)

c. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

The period on which the termination liability is based is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include equipment and materials provided or used; engineering, labor, and supervision; transportation; and rights of way and/or any required easements;
2. License preparation, processing, and related fees;
3. Cost of removal and restoration, where appropriate; and
4. Any other identifiable costs related to the specially-constructed or rearranged facilities.

The termination liability method for calculating the unpaid balance of a term obligation is obtained by subtracting the sum of the amounts determined as set forth in this section, part A.1.c. from the total special construction charges paid prior to service termination. The amount determined in this section, part A.1.c. will be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount will be adjusted to reflect applicable taxes.

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**B. NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The Customer will be notified in advance if such charges may apply.

**C. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which varies from services included in this Agreement. Rates quoted in response to such requests may be different from the rates specified for such services. ICB rates will be made available to similarly situated customers.