

TC Systems, Inc.  
P.S.C. No. 7 -- Telephone  
Access Services  
Effective Date: December 23, 2011

Section 5  
Leaf No. 5  
Revision: 0

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## SECTION 5 – PORT TERMINATION

### 5.1 General (Cont'd)

5.1.27 In addition to any other rights or remedies that TCG may have, TCG may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

- A. LEC fails to pay charges due or fails to comply with any of the terms or conditions of this tariff or the effective Interconnection Agreement between TCG and LEC.
- B. LEC fails to utilize the Licensed Space or Licensed Facilities for the authorized purpose described in this tariff or the effective Interconnection Agreement between TCG and LEC.
- C. LEC fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this tariff or the effective Interconnection Agreement between TCG and LEC.
- D. LEC uses the Licensed Space or Licensed Facilities in a manner that interferes with the services of one or more customers of TCG, or interferes with the Licensed Space or Licensed Facilities of another LEC, or otherwise interferes with TCG's operation of its space or network.
- E. The Interconnection Agreement expires, is nullified, is terminated, is voided by operation of law or by decree of a Court or the PSC, or otherwise becomes ineffective.

5.1.28 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

- A. Within thirty (30) days after termination of a Space License, LEC will, at its sole expense, remove all LEC equipment in Licensed Space and restore the Licensed Space to its previous condition, normal wear and tear excepted. If LEC fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, TCG may, at its option, upon ten (10) days written notice to LEC, perform the removal and restoration at LEC's sole risk and expense.
- B. Because removal of installed LEC transmission cable may cause damage to other cables or fiber, LEC agrees to relinquish its transmission cable to TCG in lieu of removal. Upon termination of the applicable Space License, all LEC transmission cable will be automatically conveyed to TCG, thereby becoming the property of TCG, free of any interest or lien of any kind by LEC (or by any person claiming through LEC). At TCG's request, LEC will promptly execute and deliver to TCG a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of LEC transmission cable to TCG.
- C. If no monies are owed by LEC to TCG, under this tariff or the effective Interconnection Agreement between TCG and LEC, TCG agrees to deliver such removed equipment to LEC's last known business address or to a domestic location designated by LEC, at LEC's sole risk and expense. If monies are so owed, LEC agrees that TCG may either take ownership free of any interest or lien by LEC (or those claiming through LEC) or treat such equipment as abandoned by LEC.

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Issued by: Carol E. Paulsen, Director Regulatory, Dallas, Texas 75202