

# **Addendum n° 6 to the Belgacom Reference Interconnect Offer valid as from 01/10/06**

## **Loadsharing**

### **1. Introduction**

This Addendum to the Belgacom Reference Interconnect Offer concerns:

- Loadsharing

This Addendum comes into effect as from 01/10/06. The sections of the BRIO, which are impacted by this Addendum are indicated in the subsequent paragraphs.

### **2. Adaptation of Sections 2 and 16.1.2**

**Section 2 footnote 13 is to be replaced by:**

For the Access Area Kortrijk-Assebroeck, the loadsharing will only be compulsory as from 01/04/07.

**Section 16.1.2 footnote 32 is to be replaced by:**

For the Access Area Kortrijk-Assebroeck, the loadsharing will only be compulsory as from 01/04/07.

## **Addendum n° 7 to the Belgacom Reference Interconnect Offer valid as from 15/12/06**

### **Financial guarantees**

#### **2. Introduction**

This Addendum to the Belgacom Reference Interconnect Offer concerns:

- Financial guarantees

This Addendum comes into effect as from 15/12/06. The sections of the BRIO, which are impacted by this Addendum are indicated in the subsequent paragraphs.

#### **3. Adaptation of Section 15 and ANNEX 6A**

**Section 15 is to be replaced by:**

##### General Principle – Prepayment

Notwithstanding anything to the contrary in the Interconnection Agreement, in order to guarantee the payment by the Operator of the prices due for Interconnect Services provided by Belgacom that are invoiced on a monthly basis, the Operator will provide Belgacom with a monthly prepayment based on the average of the monthly net amount due by the Operator after netting of invoices during three months Interconnect Services provided a netting Agreement which includes a.o. the procedure described in Annex 6B is signed with the Operator. If no netting Agreement is signed with the Operator, the amount of the prepayment shall be based on the average of the invoices for Interconnect Services issued by Belgacom during three months. The amount of the prepayment shall be reviewed every three months. The terms and conditions of this prepayment are described in Annex 6A.

##### Sufficient Creditworthiness

This monthly prepayment will not be required in the following circumstances:

- The Operator has sufficient creditworthiness as evidenced by either of the following alternatives:

- a. the Operator has obtained a “Ba2” rating or above for its debt (Moody’s);
- b. the Operator has obtained a rating similar to Moody’s “Ba2” rating, provided that (i) such rating is generally accepted by the market as giving similar reliability as Moody’s, (ii) such rating is generally reviewed and updated on a regular basis.

#### Other Financial Guarantees

In the event that, in the course of the Interconnect Agreement, the Operator would lose the above described credit worthiness (either through the loss of “Ba2” credit rating or similar or upon the occurrence of any default or delay of payment) the Operator will have to provide Belgacom with a prepayment or with another financial guarantee as defined in the present chapter within 5 working days from Belgacom’s request thereto.

- The Operator obtains an irrevocable and unconditional parent corporation guarantee for the debts incurred by the Operator in the application of the Interconnect Agreement, provided that such parent company is issued by a company that has sufficient creditworthiness as defined above. In the event that, in the course of the Interconnect Agreement, the Parent Company would lose the above described creditworthiness (either through the loss of “Ba2” credit rating or similar or upon the occurrence of any default or delay of payment), the Operator will provide Belgacom with a prepayment or with another financial guarantee as described in the present chapter within 5 working days of the request of Belgacom;
- The Operator has constituted a Deposit on an escrow account with a reputable bank or financial institution established in the EU. The amount of that deposit will be equal to an estimate of three months of net amount due by the Operator after netting of invoices for Interconnect Services issues by both Parties, provided a Netting Agreement which includes a.o. the procedure described in Annex 6B is signed between the Parties. If no Netting Agreement is signed, the amount of the deposit will be equal to an estimate of three months of Belgacom’s invoices for Interconnect Services. Based on the actual traffic exchanged between the Parties, the Operator and Belgacom will have the right to require an adaptation of the amount of the deposit every three months. Upon the request for adaptation of the amount or deposit, necessary steps will be taken to ensure adaptation within 5 working days. In case of default by the Operator to pay sums due under the interconnect agreement, the sums deposited on the escrow account will accrue to Belgacom. The interests accrued on the escrow account will be payable to the Operator. In the event the sums deposited are accrued to Belgacom, Operator will provide

Belgacom with a prepayment or with another financial guarantee as defined in the present chapter within 5 working days of the request of Belgacom;

- The Operator has provided Belgacom with an irrevocable and unconditional bank guarantee on first demand issued by a reputable bank or financial institution established in the EU. That bank guarantee will be issued for a minimum period of three years and for an amount equal to an estimate of three months of net amount due by the Operator after netting of invoices for Interconnect Services issued by both Parties, provided a Netting Agreement which includes a.o. the procedure described in Annex 6B is signed between the Parties. If no Netting Agreement is signed, the amount of the bank guarantee will be equal to an estimate of three months of Belgacom Interconnect invoices. Based on the actual traffic exchanged between the Parties, OLO and Belgacom will have the right to require an adaptation of the amount of the bank guarantee every three months. Upon the request for adaptation of the amount of bank guarantee, necessary steps will be taken to ensure adaptation within 5 working days. Upon the expiration of the bank guarantee or after the Operator has called upon the bank guarantee, the Operator shall provide Belgacom with a prepayment or with another financial guarantee as defined in the present chapter, within 5 working days of the request thereto from Belgacom.

Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary in the Interconnection Agreement, in the event OLO fails to pay on due time any amount due under the prepayment conditions as defined in the present section and in Annex 6A, Belgacom shall be entitled to execute the following alternatives until full payment is made:

- suspension of the Interconnect Services in accordance with the Communication of BIPT of 11 June 2003;
- refusal in writing of any new IC link or Half Link order and of any new CPS request subject to prior approval of BIPT;
- refusal in writing of any other new Interconnect Services.

**ANNEX 6A point 2 is to be replaced by:**

The amount of the pre-invoice shall be adapted on a quarterly basis, i.e. increased or lowered as the case may be, based on the amounts due by the Operator for the services provided under the Interconnect Agreement during the previous quarter. For Operators not yet in service and concluding a new Interconnect Agreement, the first pre-invoice shall amount to 5.000€ per IC link (OIT).