

STIPULATION OF
VERIZON NEW ENGLAND INC.
D/B/A VERIZON MASSACHUSETTS

AND

VERIZON WIRELESS MESSAGING SERVICES, LLC D/B/A VERIZON
WIRELESS, F/K/A AIRTOUCH PAGING

WHEREAS, pursuant to an adoption letter dated May 1, 1999 (the “Adoption Letter”), Verizon Wireless Messaging Services, LLC d/b/a Verizon Wireless, f/k/a Airtouch Paging (“VWMS”) adopted in the Commonwealth of Massachusetts, the interconnection agreement between Paging Network of Massachusetts Inc. and Verizon (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the “Agreement”); and

WHEREAS, the Federal Communications Commission (the “FCC”) released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003 and was, in part, vacated and remanded in *United States Telecom Ass’n v. FCC*, Nos. 00-1012 *et al.* (D.C. Cir. Mar. 2, 2004); and

WHEREAS, Verizon, pursuant to the TRO and Section 252(b) of the Telecommunications Act of 1996 (the “Act”), filed a petition at the Massachusetts Department of Telecommunications and Energy (the “Commission”) on February 20, 2004 to initiate a consolidated arbitration to amend its interconnection

agreements in Massachusetts (including the Agreement) with respect to the TRO (the "TRO Arbitration"); and

WHEREAS, Verizon included VWMS in its petition as a party with which Verizon sought arbitration; and

WHEREAS, VWMS does not subscribe to any unbundled network elements ("UNEs") under the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree and stipulate as follows:

1. VWMS shall not be entitled, if at all, to order, and Verizon shall not be required, if at all, to provide, access to any UNEs or combinations of UNEs ("Combinations") under the Agreement until the Parties have agreed upon the terms of a written amendment to the Agreement setting forth the Parties' respective rights and obligations as to Verizon's provision of UNEs and Combinations, if any, that Verizon may be required to provide to VWMS by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
2. The Parties agree that, in consideration of VWMS' agreement to the terms and conditions set forth in this Stipulation, the Commission should dismiss VWMS from the TRO Arbitration. VWMS authorizes Verizon to request such dismissal on VWMS' behalf and to file this Stipulation at the Commission.
3. This Stipulation shall be deemed to amend the Agreement if and, to the extent, necessary to give effect to this Stipulation.

4. Nothing in this Stipulation, or the Parties' act of entering into this Stipulation, shall be deemed to extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

IN WITNESS WHEREOF, each Party has executed this Stipulation and it shall be effective upon execution by both Parties.

VERIZON WIRELESS MESSAGING SERVICES, LLC D/B/A VERIZON WIRELESS, F/K/A AIRTOUCH PAGING

VERIZON NEW ENGLAND INC. D/B/A VERIZON MASSACHUSETTS

By: _____

By: _____

Printed: Todd D. Buchanan

Printed: John C. Peterson

Title: Staff VP – Operations

Title: Director – Contract Performance & Administration

Date: _____

Date: _____