

Jeffrey A. Masoner
Vice President
Partner Solutions
Interconnection Services Policy & Planning



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September 12, 2006

Eric Kashi
Vice President
Transbeam Inc.
20 West 36th Street
New York, NY 10018

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Kashi:

Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, MA 02110, has received correspondence stating that Transbeam Inc. ("Transbeam"), a Delaware corporation, with principal place of business at 20 West 36th Street, New York, NY 10018 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of New England, Inc. ("AT&T") and Verizon that was approved by the Massachusetts Department of Telecommunications and Energy (the "Commission") as an effective agreement in the Commonwealth of Massachusetts in Docket No. 98-35, as such agreement exists on the date hereof (including, without limitation, Amendments 1, 2, 3 and 4 thereto, and specifically including the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of November 1, 2004 (referred to herein as the "Unitary Rate Amendment"), and the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone company affiliates) and AT&T (and its CLEC affiliates) with an effective date of September 1, 2005 (referred to herein as the "AT&T DS0 Loop/Resale Amendment")), after giving effect to operation of law (the "Terms"). I understand Transbeam has a copy of the Terms. Please note the following with respect to Transbeam's adoption of the Terms.

1. By Transbeam's countersignature on this letter, Transbeam hereby represents and agrees to the following seven points:
 - A. Transbeam adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Transbeam shall be substituted in place of AT&T Communications of New England, Inc. and AT&T in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If AT&T is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): (i) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (ii) Transbeam agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (iii) Verizon and Transbeam shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in subsections (i) and (ii) above.
 - C. Notice to Transbeam and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Transbeam Inc.:

Attention: Eric Kashi
Vice President
20 West 36th Street
New York, NY 10018
Telephone Number: (212) 631-8100, Ext.: None
Facsimile Number: (212) 379-1230
Internet Address: ekashi@transbeam.com

Attention: Andrew M. Klein
Klein Law Group, PLLC
901 15th Street NW, Suite 700
Washington, DC 20005
Telephone Number: (202) 289-6955, Ext.: None
Facsimile Number: (202) 289-6997
Internet Address: aklein@kleinlawpllc.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. Transbeam represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Massachusetts, and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only, except that Transbeam and Verizon recognize and agree that, by their terms, the terms of the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of the date hereof and the terms of the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, apply not only between Transbeam and Verizon in Verizon's service territory in the Commonwealth of Massachusetts but, also, between Transbeam (and its CLEC affiliates) and Verizon (and its operating telephone company affiliates) in all jurisdictions in which Verizon (or its operating telephone company affiliates) and Transbeam (or its CLEC affiliates) are (or become) interconnected.
- E. In the event an interconnection agreement between Verizon and Transbeam is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not

fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- F. Subject to the terms of the Unitary Rate Amendment and the AT&T DS0 Loop/Resale Amendment, Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Massachusetts (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to Transbeam's adoption of the Terms, except that, for the avoidance of any doubt the parties agree that the foregoing Unitary Rate Amendment, effective as of November 1, 2004 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto; and except that, for the further avoidance of any doubt, the Parties agree that the foregoing AT&T DS0 Loop/Resale Amendment, effective as of September 1, 2005 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto. Transbeam should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. Transbeam's adoption of the Terms shall become effective on June 7, 2006. The parties understand and agree that Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Transbeam as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Transbeam's adoption of the Terms.
2. As the Terms are being adopted by Transbeam pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. 98-35, or to seek review in any way of any provisions included in the Terms as a result of Transbeam's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. 98-35 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Verizon reserves the right to deny Transbeam's application of the Terms, in whole or in part, at any time:

- A. when the costs of providing the Terms to Transbeam are greater than the costs of providing them to AT&T;
 - B. if the provision of the Terms to Transbeam is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Transbeam under applicable law.
5. Should Transbeam attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Four above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
6. In the event that a voluntary or involuntary petition has been or is in the future filed against Transbeam under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Transbeam's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Transbeam resulting from Transbeam's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Transbeam to sign this letter in the space provided below and return it to Verizon.

Sincerely,

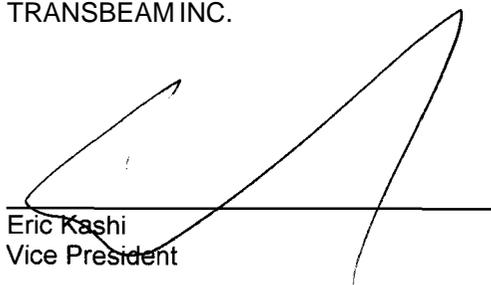
VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS



Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1 only. Transbeam notes, however, its disagreement with several of the assertions contained in paragraphs 2-6 above. Transbeam reserves all rights to seek appropriate legal, regulatory and/or equitable relief should Verizon act in a manner that conflicts or is inconsistent with the Terms and/or applicable law, rules and regulations.

TRANSBEAM INC.



Eric Kashi
Vice President

Attachment

APPENDIX A¹
(MASSACHUSETTS)
V1.11

A. INTERCONNECTION²

I. Call Transport & Termination

1.	Reciprocal Compensation Traffic Tandem or End Office Rate	Rates for Reciprocal Compensation are as set forth in Verizon Massachusetts DTE No. 17 Tariff, as amended from time to time
2.	Access charges f Intrastate and/or Interstate	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon Massachusetts DTE No. 15 access tariffs for Feature Group D service, as amended from time to time
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon FCC Interstate Tariff No. 11 and intrastate Verizon Massachusetts DTE No. 15 intrastate access tariffs for Feature Group D service, as amended from time to time

II. Transit Service

- a. Tandem Transit Traffic Service** (Switching) rates are found in DTE MA No. 17, as amended from time to time.
- b. Dedicated Transit Service** rates are found in DTE MA No. 17, as amended from time to time.

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Transbeam shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

B. UNBUNDLED NETWORK ELEMENTS^{3 4}

I. Ordering of Service rates are found in DTE MA No. 17.

II. Issuance, payment and Crediting of Customer Bills rates are found in DTE MA No. 17.

III. Unbundled Local Loops

- (a) Monthly and Non-Recurring rates for Two Wire, Four Wire, (including analog, digital (xDSL), premium and High Capacity Links and related Loop elements) are found in DTE MA No. 17, as amended from time to time.
- (b) Rates for Line and Station Transfer⁵ are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

IV. Intrastate Collocation

All rates for intrastate collocation shall be charged at rates found in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

³ All rates and charges specified herein are pertaining to the Unbundled Network Element Attachment. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Transbeam shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

⁵ Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

V. Line Splitting (also referred to as “Loop Sharing”) ⁶*

A. Unbundled Local Loops

As Applicable per this Appendix for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

B. Other Charges

i. Regrade \$6.62 NRC

**ii. *Service Connection
*Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. Disconnect A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. Line and Station Transfers/Pair Swaps An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

D. Rates for Line Splitting are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

⁶ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

★ Both Option A and Option C assume there is an existing Transbeam Collocation arrangement.

VI. Unbundled IOF

Rates for Unbundled IOF are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

VII. Unbundled Multiplexer

Rates for Unbundled Multiplexer are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

VIII. Network Interface Device (NID) & House and Riser Cable

Rates for Network Interface Device (NID) & House and Riser Cable are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

IX. Expanded Extended Loop (EEL)

Rates for Expanded Extended Loop are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

X. Unbundled Dark Fiber

Rates for Unbundled Dark Fiber are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.

XI. Unbundled Sub-Loop Arrangements

Per Verizon's DTE MA No. 17 Tariff, as amended from time to time.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XII. Routine Network Modifications⁷		
CLEAR DEFECTIVE PAIR (Where feasible)	N/A	TBD*
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	TBD*
BINDER GROUP REARRANGEMENT	N/A	TBD*
REPEATER - INSTALLATION	N/A	TBD*
APPARATUS CASE - INSTALLATION	N/A	TBD*
RANGE EXTENDERS - DS-0 Installation	N/A	TBD*
RANGE EXTENDERS - DS-1 Installation	N/A	TBD*
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	TBD*
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	TBD*
ACTIVATE DEAD COPPER PAIR	N/A	TBD*
MULTIPLEXER - 1/0 - INSTALLATION	N/A	TBD*
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	TBD*
MULTIPLEXER - 3/1 - INSTALLATION	N/A	TBD*
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	TBD*
MULTIPLEXER - OTHER - INSTALLATION	N/A	TBD*
MOVE DROP	N/A	TBD*
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	TBD*
LINE CARD - INSTALLATION	N/A	TBD*
COPPER REARRANGEMENT	N/A	TBD*
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	TBD*
IDLC ONLY CONDITION	<u>N/A</u>	TBD*
OTHER REQUIRED MODIFICATIONS		TBD*
NO FACILITIES - Confirmation		TBD*
OTHER		
Commingled Arrangements – per circuit NRC	N/A	TBD*
Conversion - Service Order	N/A	TBD*
Conversion - Installation per circuit	N/A	TBD*
Circuit Retag - per circuit	N/A	TBD*
DARK FIBER		
Dark Fiber routine Network Modifications	<u>N/A</u>	TBD*

⁷ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

* While Verizon is not pursuing charges associated with routine network modifications at this time. Verizon reserves the right to pursue such charges at a later date.

C. RESALE⁸

I. Wholesale Discounts

Wholesale discounts are as set forth in the Mass. DTE No.14 Tariff, as amended from time to time.

Month- to- month discounts (per qualifying retail rate):

- a. Where Transbeam purchases Verizon-provided Operator Services
 - (1) Business 24.99%
 - (2) Residence 24.99%
- b. Where Transbeam does not purchase Verizon Operator Services
 - (1) Business 29.47%
 - (2) Residence 29.47%

⁸ All rates and charges specified herein are pertaining to the Resale Attachment.

D. CUSTOMER USAGE DETAIL CHARGES

Record Charges	
• Per record processed (EMR format)	\$0.004085
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004085
• Per record transmitted	\$0.000118
• Per tape/cartridge	\$20.12

E. 911/E911 INTERCONNECTION

I. Per Verizon's DTE MA No. 17 Tariff.

F. OPERATIONS SUPPORT SYSTEMS

a. 1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time, subject to the provisions of the Network Elements Attachment.

b. 1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in Verizon's DTE MA No. 14 Tariff, as amended from time to time.

G. TIME AND MATERIALS CHARGES

Rates for Time and Materials are as set forth in Verizon's DTE MA No. 17 Tariff, as amended from time to time.