

# **EXHIBIT 2**

**INTERCONNECTION AGREEMENT ADOPTION  
UNDER SECTION 252(i) OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**AMONG**

**VERIZON NORTH INC. AND VERIZON SOUTH INC.**

**AND**

**AERO COMMUNICATIONS, LLC**

This Interconnection Agreement Adoption (the "Adoption") is being entered into by and among Verizon North Inc., a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, Indiana 46804, and Verizon South Inc., a Virginia corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602 (together, "Verizon"), and Aero Communications, LLC ("AC"), a Kentucky limited liability company with offices at 1301 Broadway Street, Paducah, Kentucky 42001, pursuant to Section 252(i) of the Telecommunications Act of 1996 ("the Act"). Verizon and AC may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Adoption only covers the services addressed herein that Verizon provides in its operating territory in the State of Illinois (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon has received correspondence stating that AC wishes, pursuant to Section 252(i) of the Act, to adopt the terms of the Interconnection Agreement between Norlight, Inc. ("Cinergy CC") and Verizon that was approved by the Illinois Commerce Commission (the "Commission") as an effective agreement in the State of Illinois, as such agreement exists on the Adoption Effective Date (as defined below) after giving effect to operation of law (the "Terms"); and

**WHEREAS**, AC has a copy of the Terms; and

**WHEREAS**, Verizon does not oppose AC's adoption of the Terms at this time.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby agree as follows:

1. **Mutual Agreements.**
  - 1.1 AC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that AC shall be substituted in place of Norlight, Inc. and Cinergy CC in the Terms wherever appropriate.
  - 1.2 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.

- 1.3 Notice to AC and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Aero Communications, LLC:

Attention: Steve Powless  
President & CEO  
Computer Services Inc.  
3901 Technology Drive  
Paducah, KY 42001  
Telephone Number: 270-442-7361, ext. 10170  
Facsimile Number: 270-442-9905  
Internet Address: spowless@csiweb.com

with a copy to:

Attention: J. Brian Glover  
General Manager  
Heartland Computer Internet Service, Inc.  
1301 Broadway Street  
Paducah, KY 42001  
Telephone Number: 270-448-7441  
Facsimile Number: 888-497-8344  
Internet Address: bglover@hcis.net

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 North Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: (703) 351-3664

- 1.4 AC represents and warrants that it is a certified provider of local telecommunications service in the State of Illinois, and that its adoption of the Terms will cover services in the State of Illinois only.
- 1.5 In the event an interconnection agreement between Verizon and AC is currently in effect in the State of Illinois (the "Original ICA"), this adoption of the Terms 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 of the Terms 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 of the Terms.
- 1.6 Verizon's standard pricing schedule for interconnection agreements in the State of Illinois (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to AC's adoption of the Terms. AC 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 of the Terms, 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.
- 1.7 AC's adoption of the Terms shall become effective on June 1, 2008 (the "Adoption Effective Date"). Verizon shall file this Adoption with the Commission promptly upon receipt of an original of this Adoption countersigned by AC. The term and termination provisions of the Terms shall govern AC's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on March 27, 2009.

## 2. Verizon Clarifications and Reservations of Rights.

- 2.1 As the Terms are being adopted by AC 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 seek review in any way of any provisions included in the Terms as a result of AC's adoption of the Terms.
- 2.2 Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that 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.

- 2.3 Verizon reserves the right to deny AC's application of the Terms, in whole or in part, at any time:
  - 2.3.1 when the costs of providing the Terms to AC are greater than the costs of providing them to Cinergy CC;
  - 2.3.2 if the provision of the Terms to AC is not technically feasible; and/or
  - 2.3.3 to the extent that Verizon otherwise is not required to make the Terms available to AC under applicable law.
- 2.4 For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("FCC Internet Order"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act<sup>1</sup>. Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Order, not pursuant to adoption of the Terms<sup>2</sup>. Moreover, in light of the FCC Internet Order, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act<sup>3</sup>. In fact, the FCC Internet Order made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic<sup>4</sup>.
- 2.5 Should AC attempt to apply the Terms in a manner that conflicts with this Adoption, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

- 2.6 In the event that a voluntary or involuntary petition has been or is in the future filed against AC 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 AC’s adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of AC resulting from AC’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 Follows]**

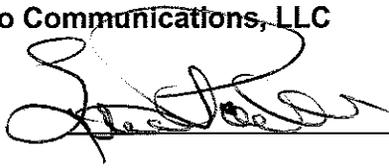
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Adoption to be executed as of the Adoption Effective Date.

**Aero Communications, LLC**

**Verizon North Inc. and Verizon South Inc.**

By:



By:



Printed: Steve Powless

Printed: Jeffrey A. Masoner

Title: President & CEO  
Computer Services Inc.

Title: Vice President-Interconnection  
Services Policy & Planning

## APPENDIX A<sup>1 2</sup>

### (ILLINOIS) v1.14

#### I. Rates and Charges for Transport and Termination of Traffic<sup>3</sup>

##### A. Reciprocal Compensation Traffic Termination.

Reciprocal Compensation Traffic End Office Rate: **\$0.0038534♦** per minute of use.

Reciprocal Compensation Traffic Tandem Rate: **\$0.0052766<sup>⊕</sup>** per minute of use.

##### B. The Tandem Transit Traffic Service Charge is **\$0.0012322<sup>⊕</sup>** per minute of use.

##### C. Entrance Facility and Transport for interconnection Charges: **See Intrastate Special Access Tariff,**

##### D. Exchange Access Service: Per Verizon interstate and/or Verizon intrastate access tariff.

<sup>1</sup> 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 AC 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.

<sup>2</sup> Certain of the rates and charges set forth above, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated December 3, 1996, in 96-AB-005. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in 96-AB-005, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under of the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

<sup>⊕</sup> UNE rates and charges set forth in this Appendix that are marked with a (⊕) are pursuant to Illinois Commerce Commission – Order 00-0812. These UNE rates became effective on August 1, 2006.

## II. Services Available for Resale

The avoided cost discount for all Resale services including OS/DA is 14.50%.

The avoided cost discount for all Resale services not including OS/DA is 14.50%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$275.48
Customer Record Search Per Account	\$ 11.79

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$258.10
Engineered Initial Service Order - As Specified	\$106.07
Engineered Subsequent Service Order	\$ 64.44
Non-Engineered Initial Service Order - New Service	\$ 38.11
Non-Engineered Initial Service Order - Changeover	\$ 21.16
Non-Engineered Initial Service Order - As Specified	\$ 65.73
Non-Engineered Subsequent Service Order	\$ 18.95
Central Office Connect	\$ 9.60
Outside Facility Connect	\$ 58.43
Manual Ordering Charge	\$ 11.63

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

Service Order Expedite:	
Engineered	\$ 35.07
Non-Engineered	\$ 10.76

#### Coordinated Conversions:

ISO	\$ 18.71
Central Office Connection	\$ 9.78
Outside Facility Connection	\$ 8.27

#### Hot Coordinated Conversion First Hour:

ISO	\$ 32.29
Central Office Connection	\$ 39.10
Outside Facility Connection	\$ 33.07

#### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.79
Central Office Connection	\$ 9.78
Outside Facility Connection	\$ 8.27

## **Application of NRCs**

### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that AC orders any service from this Agreement.

Customer Record Search applies when AC requests a summary of the services currently subscribed to by the end-user.

### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to AC. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to AC. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter AC's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if AC requests service prior to the standard due date intervals.

Coordinated Conversion applies if AC requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if AC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

### III. Prices for Unbundled Network Elements<sup>4</sup>

#### Monthly Recurring Charges

##### Local Loop

##### 2 Wire Analog Loop (inclusive of NID)<sup>5</sup>

Zone 1	\$	21.13 <sup>⊕</sup>
Zone 2	\$	39.05 <sup>⊕</sup>

##### 4 Wire Analog Loop (inclusive of NID)

Zone 1	\$	52.05 <sup>⊕</sup>
Zone 2	\$	102.77 <sup>⊕</sup>

##### 2 Wire Digital ISDN-BRI Loop (inclusive of NID)

Zone 1	\$	27.97 <sup>⊕</sup>
Zone 2	\$	55.22 <sup>⊕</sup>

##### 4 Wire Digital Loop (56-64KD) (inclusive of NID)

Zone 1	\$	58.10 <sup>⊕</sup>
Zone 2	\$	114.72 <sup>⊕</sup>

##### DS-1/ISDN PRI Loop

Zone 1	\$	103.19 <sup>⊕</sup>
Zone 2	\$	198.29 <sup>⊕</sup>

##### HDSL Loop

Zone 1	\$	51.98 <sup>⊕</sup>
Zone 2	\$	102.63 <sup>⊕</sup>

##### DS-3 Loop

Zone 1	\$	389.62 <sup>⊕</sup>
Zone 2	\$	769.32 <sup>⊕</sup>

##### Supplemental Features:

ISDN-BRI Line Loop Extender	\$	4.06
DS1 Clear Channel Capability	\$	24.00

<sup>4</sup> 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 AC 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.

<sup>5</sup> Includes 2-wire Basic, 2-wire Customer Specified Signaling, 2-wire ADSL, 2-wire IDSL, 2-wire SDSL 2 Wire Off Premise Ext..

**Sub-Loop**

2-Wire Distribution (inclusive of NID)		
Zone 1	\$	15.41 <sup>⊕</sup>
Zone 2	\$	24.98 <sup>⊕</sup>
4-Wire Distribution (inclusive of NID)		
Zone 1	\$	31.76 <sup>⊕</sup>
Zone 2	\$	62.71 <sup>⊕</sup>
2-Wire Drop	\$	3.58
4-Wire Drop	\$	3.82
DS-1 Distribution (inclusive of NID)		
Zone 1	\$	46.57 <sup>⊕</sup>
Zone 2	\$	63.98 <sup>⊕</sup>
Inside Wire	BFR	

**Network Interface Device (leased separately)**

Complex (12 x) NID	\$	1.48♦
NID to NID Connection - 2-Wire (per NID)	\$	1.07 <sup>⊕</sup>
NID to NID Connection – 4-Wire (per NID)	\$	1.37 <sup>⊕</sup>
Standalone NID – 2-Wire (per NID)	\$	1.07 <sup>⊕</sup>
Standalone NID – 4-Wire (per NID)	\$	1.37 <sup>⊕</sup>
Standalone NID – DS1 (per NID)	\$	1.29 <sup>⊕</sup>
UNE Shared NID (per NID)	\$	.80 <sup>⊕</sup>

**Dedicated Transport Facilities**

Unbundled Dedicated Transport		
IDT DS0 Transport Facility per ALM	\$	0.24
IDT DS0 Transport Termination	\$	11.55
IDT DS1 Transport Facility per ALM	\$	1.28 <sup>⊕</sup>
IDT DS1 Transport Termination	\$	41.01 <sup>⊕</sup>
IDT DS3 Transport Facility per ALM	\$	8.42 <sup>⊕</sup>
IDT DS3 Transport Termination	\$	110.33 <sup>⊕</sup>
Multiplexing (Dedicated Transport)		
DS1 to Voice Grade Multiplexing	\$	281.71 <sup>⊕</sup>
DS3 to DS1 Multiplexing	\$	427.02 <sup>⊕</sup>
DS1 Clear Channel Capability	\$	24.00

### Unbundled Dark Fiber

Verizon C.O. to Verizon C.O. - IOF		
Serving Wire Center ("SWC") Charge / SWC / Pair	\$	7.84 <sup>⊕</sup>
Inter Office Per Mile	\$	44.95 <sup>⊕</sup>
Intermediate Office charge (per termination office)	\$	15.66 <sup>⊕</sup>
EEL IOF Testing		
2-Wire Analog Test Charge	\$	0.43 <sup>⊕</sup>
2-Wire Digital Test Charge	\$	0.43 <sup>⊕</sup>
4-Wire Analog Test Charge	\$	0.67 <sup>⊕</sup>
DS1 (1.544 mbps) Digital Test Charge	\$	2.01 <sup>⊕</sup>
Digital 4-Wire (56 or 64 kbps) Test Charge	\$	0.67 <sup>⊕</sup>
Voice Grade – Transport Termination	\$	13.34 <sup>⊕</sup>
Voice Grade – Transport Facility per ALM	\$	0.07869 <sup>⊕</sup>
2-Wire ISDN – Transport Termination (one end)	\$	40.04 <sup>⊕</sup>
2-Wire ISDN – Transport Facility per ALM	\$	0.25 <sup>⊕</sup>
OSS Recovery Charge <sup>6</sup>	\$	0.96 <sup>⊕</sup>

### EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

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<sup>6</sup> OSS Recovery Charge applies to Local Loops and Sub-Loops

**Line Splitting (also referred to as “Loop Sharing”)<sup>7 8</sup>**

**A. Unbundled Local Loops**

As Applicable per this Appendix A 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** \$8.22 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.

<sup>7</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>8</sup> 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.

**NON-RECURRING CHARGES – OTHER UNES-**

<b>LOCAL WHOLESALE SERVICES</b>	<b>Ordering 100% Manual</b>	<b>Ordering Semi- Mech.</b>	<b>Provisioning</b>	
			<b>Initial Unit</b>	<b>Add'l Unit</b>
<b>UNBUNDLED LOOP</b>				
Exchange - Basic - Initial	\$ 28.01 <sup>⊕</sup>	\$ 18.15 <sup>⊕</sup>	\$ 63.58 <sup>⊕</sup>	\$ 50.14 <sup>⊕</sup>
Exchange - Basic - Subsequent	\$ 19.10 <sup>⊕</sup>	\$ 13.43 <sup>⊕</sup>	\$ 20.33 <sup>⊕</sup>	\$ 19.45 <sup>⊕</sup>
Exchange - Complex Non-Digital - Initial	\$ 28.56 <sup>⊕</sup>	\$ 18.70 <sup>⊕</sup>	\$ 53.67 <sup>⊕</sup>	\$ 40.22 <sup>⊕</sup>
Exchange - Complex Non-Digital – Subsequent	\$ 22.20 <sup>⊕</sup>	\$ 16.53 <sup>⊕</sup>	\$ 20.33 <sup>⊕</sup>	\$ 19.45 <sup>⊕</sup>
Exchange - Complex Digital - Initial	\$ 28.56 <sup>⊕</sup>	\$ 18.70 <sup>⊕</sup>	\$ 57.87 <sup>⊕</sup>	\$ 44.43 <sup>⊕</sup>
Exchange - Complex Digital – Subsequent	\$ 22.20 <sup>⊕</sup>	\$ 16.53 <sup>⊕</sup>	\$ 20.33 <sup>⊕</sup>	\$ 19.45 <sup>⊕</sup>
Advanced – Basic - Initial	\$ 28.01 <sup>⊕</sup>	\$ 18.15 <sup>⊕</sup>	\$ 300.94 <sup>⊕</sup>	\$ 215.97 <sup>⊕</sup>
Advanced – Basic – Subsequent	\$ 19.10 <sup>⊕</sup>	\$ 13.43 <sup>⊕</sup>	\$ 72.63 <sup>⊕</sup>	\$ 56.31 <sup>⊕</sup>
Advanced - Complex Digital - Initial	\$ 28.56 <sup>⊕</sup>	\$ 18.70 <sup>⊕</sup>	\$ 351.96 <sup>⊕</sup>	\$ 266.99 <sup>⊕</sup>
Advanced - Complex Digital – Subsequent	\$ 22.20 <sup>⊕</sup>	\$ 16.53 <sup>⊕</sup>	\$ 74.25 <sup>⊕</sup>	\$ 57.93 <sup>⊕</sup>
<b>CLEAR CHANNEL CAPABILITY-</b>	N/A	N/A	\$74.25 <sup>⊕</sup>	N/A
<b>UNBUNDLED NID-</b>				
Exchange – Initial	\$ 28.56 <sup>⊕</sup>	\$ 18.70 <sup>⊕</sup>	\$ 21.56 <sup>⊕</sup>	N/A
<b>UNBUNDLED SUB-LOOP-</b>				
Exchange - FDI Distribution Interconnection - Initial	\$ 28.01 <sup>⊕</sup>	\$ 18.15 <sup>⊕</sup>	\$ 89.85 <sup>⊕</sup>	\$ 58.34 <sup>⊕</sup>
Exchange - FDI Distribution Interconnection - Subsequent	\$ 19.10 <sup>⊕</sup>	\$ 13.43 <sup>⊕</sup>	\$ 29.68 <sup>⊕</sup>	\$ 11.71 <sup>⊕</sup>
Serving Terminal Interconnection - Initial	\$ 28.01 <sup>⊕</sup>	\$ 18.15 <sup>⊕</sup>	\$ 43.87 <sup>⊕</sup>	\$ 21.94 <sup>⊕</sup>
Serving Terminal Interconnection - Subsequent	\$ 19.10 <sup>⊕</sup>	\$ 13.43 <sup>⊕</sup>	\$ 22.74 <sup>⊕</sup>	\$ 10.19 <sup>⊕</sup>

**UNBUNDLED DARK FIBER-**

Dark Fiber IOF Verizon C.O. to Verizon C.O. – Service Order	\$ 122.57 <sup>⊕</sup>	\$ 39.69 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Dark Fiber - IOF Verizon C.O. to Verizon C.O. – SWC Charge / SWC / Pair	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>	\$ 88.67 <sup>⊕</sup>	N/A <sup>⊕</sup>
Dark Fiber - IOF Verizon C.O. to Verizon C.O. – IOF Mileage Installation Charge / Pair	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>	\$ 68.13 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced – Unbundled Loop	\$ 122.57 <sup>⊕</sup>	\$ 39.69 <sup>⊕</sup>	\$153.14 <sup>⊕</sup>	\$N/A <sup>⊕</sup>
Dark Fiber Records Review (with reservations)	\$460.08 <sup>⊕</sup>	\$457.43 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Intermediate Office Charge per Intermediate Office	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>	\$ 88.67 <sup>⊕</sup>	N/A <sup>⊕</sup>

**HOT-CUT COORDINATED CONVERSIONS**

Exchange – Standard Interval	\$226.53 <sup>⊕</sup>	\$226.53 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Exchange – Additional Interval	\$ 47.91 <sup>⊕</sup>	\$ 47.91 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced – Standard Interval	\$226.73 <sup>⊕</sup>	\$226.73 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced – Additional Interval	\$ 48.11 <sup>⊕</sup>	\$ 48.11 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>

**COORDINATED CONVERSIONS**

Exchange – Standard Interval	\$ 77.86 <sup>⊕</sup>	\$ 77.86 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Exchange – Additional Interval	\$ 47.91 <sup>⊕</sup>	\$ 47.91 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced – Standard Interval	\$ 78.06 <sup>⊕</sup>	\$ 78.06 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced – Additional Interval	\$ 53.07 <sup>⊕</sup>	\$ 53.07 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>

**ENHANCED EXTENDED LOOPS (EELs) Loop portion ( In addition, IDT charges apply if applicable to the EEL arrangement)**

Advanced - Basic - Initial	\$ 123.49 <sup>⊕</sup>	\$ 40.61 <sup>⊕</sup>	\$ 482.09 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Basic - Subsequent	\$ 70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 65.54 <sup>⊕</sup>	N/A <sup>⊕</sup>
DS1/DS3 Loop - Initial	\$ 123.49 <sup>⊕</sup>	\$ 40.61 <sup>⊕</sup>	\$ 541.54 <sup>⊕</sup>	N/A <sup>⊕</sup>
DS1/DS3 Loop - Subsequent	\$ 70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 71.46 <sup>⊕</sup>	N/A <sup>⊕</sup>
DS3 to DS1 Multiplexer	N/A	N/A	\$204.32 <sup>⊕</sup>	N/A <sup>⊕</sup>

**Changeover Charge - (Conversion from Special Access to EELs or Transport)**

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 26.50 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A <sup>⊕</sup>
Advanced - Complex (DS1/DS3 IOF) Changeover (As Is)	\$70.94 <sup>⊕</sup>	\$22.41 <sup>⊕</sup>	\$ 26.50 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 26.50 <sup>⊕</sup>	N/A <sup>⊕</sup>

**LOOP CONDITIONING****(No charge for loops 12,000 feet or less)**

Removal of Bridged Tap One Occurrence	N/A	N/A	\$280.00 <sup>⊕</sup>	\$ 31.00 <sup>⊕</sup>
Removal of Bridged Tap Multiple Occurrences	N/A	N/A	\$280.00 <sup>⊕</sup>	\$ 31.00 <sup>⊕</sup>
Removal of Load Coils > 12K feet	N/A	N/A	\$300.00 <sup>⊕</sup>	\$ 25.00 <sup>⊕</sup>
–Removal of Bridged Tap & Load Coils One Occurrence > 12K feet	N/A	N/A	\$500.00 <sup>⊕</sup>	\$ 31.00 <sup>⊕</sup>
–Removal of Bridged Tap & Load Coils Multiple Occurrences > 12K feet	N/A	N/A	\$500.00 <sup>⊕</sup>	\$ 31.00 <sup>⊕</sup>

**LINE AND STATION TRANSFER<sup>9</sup>**

TBD	TBD	\$225.00 <sup>⊕</sup>	TBD
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**DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 121.77 <sup>⊕</sup>	\$ 38.89 <sup>⊕</sup>	\$329.73 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 70.94 <sup>⊕</sup>	\$ 22.41	\$ 77.74 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Basic (2-wire and 4-wire) – Changeover (As Is)	\$ 70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 26.50 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Complex (DS1 and above) - Initial	\$121.77 <sup>⊕</sup>	\$ 38.89 <sup>⊕</sup>	\$336.09 <sup>⊕</sup>	N/A <sup>⊕</sup>
Advanced - Complex (DS1 and above) - Subsequent	\$ 70.94 <sup>⊕</sup>	\$ 22.41 <sup>⊕</sup>	\$ 71.46 <sup>⊕</sup>	N/A <sup>⊕</sup>

**EXPEDITES**

UNE Loop - Exchange Services	\$ 10.88 <sup>⊕</sup>	\$ 10.88 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
UNE Loop - Advanced Services	\$ 54.64 <sup>⊕</sup>	\$ 54.64 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
NACC – Dedicated Transport	\$ 48.86 <sup>⊕</sup>	\$ 48.86 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
NACC – Dark Fiber/EELs	\$ 48.86 <sup>⊕</sup>	\$ 48.86 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>

**OTHER**

Customer Record Search (per account)	\$ 7.47 <sup>⊕</sup>	\$7.47 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
CLEC Account Establishment (per CLEC)	\$362.46 <sup>⊕</sup>	\$362.46 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>
No Access Customer Will Advise	\$106.27 <sup>⊕</sup>	\$106.27 <sup>⊕</sup>	N/A <sup>⊕</sup>	N/A <sup>⊕</sup>

<sup>9</sup> A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

## ROUTINE NETWORK MODIFICATIONS<sup>10</sup>

Engineering Query <sup>11</sup>	N/A	N/A	\$ 25.56 <sup>⊕</sup>	N/A
Engineering Work Order <sup>12</sup>	N/A	N/A	\$ 115.68 <sup>⊕</sup>	N/A
Expedite Engineering Query <sup>11 13</sup>	N/A	N/A	\$ 7.23 <sup>⊕</sup>	N/A
Expedite Engineering Work Order <sup>12 13</sup>	N/A	N/A	\$ 32.74 <sup>⊕</sup>	N/A
Clear Defective Pair (where feasible)	N/A	N/A	\$ 257.78 <sup>⊕</sup>	N/A
Reassignment of Non-Working Cable Pair	N/A	N/A	\$ 257.78 <sup>⊕</sup>	N/A
Binder Group Rearrangement	N/A	N/A	\$ 357.24 <sup>⊕</sup>	N/A
Repeater – Installation	N/A	N/A	\$ 1,139.73 <sup>⊕</sup>	N/A
Apparatus Case – Installation	N/A	N/A	\$ 2,278.17 <sup>⊕</sup>	N/A
Range Extenders – DS0 Installation	N/A	N/A	\$ TBD	N/A
Range Extenders – DS1 Installation	N/A	N/A	\$ 608.76 <sup>⊕</sup>	N/A
Channel Unit to Universal/Cotted DLC System (existing)	N/A	N/A	\$ 114.84 <sup>⊕</sup>	N/A
Serving Terminal – Installation/Upgrade	N/A	N/A	\$ TBD	N/A
Activate Dead Copper Pair	N/A	N/A	\$ 124.93 <sup>⊕</sup>	N/A
Multiplexer – 1/0 - Installation	N/A	N/A	\$ 9,755.00 <sup>⊕</sup>	N/A
Multiplexer – 1/0 – Reconfiguration	N/A	N/A	\$ 257.82 <sup>⊕</sup>	N/A
Multiplexer – 3/1 - Installation	N/A	N/A	\$20,775.89 <sup>⊕</sup>	N/A
Multiplexer – 3/1 – Reconfiguration	N/A	N/A	\$ 257.82 <sup>⊕</sup>	N/A
Multiplexer – Other – Installation	N/A	N/A	\$ TBD	N/A
Move Drop	N/A	N/A	\$ 73.70 <sup>⊕</sup>	N/A
Cross-Connection – Existing Fiber Facility	N/A	N/A	\$ 233.95 <sup>⊕</sup>	N/A
Line Card – Installation	N/A	N/A	\$ 226.33 <sup>⊕</sup>	N/A
Copper Rearrangement	N/A	N/A	\$ 325.64 <sup>⊕</sup>	N/A
Central Office Terminal – Installation	N/A	N/A	\$26,794.10 <sup>⊕</sup>	N/A
IDLC Only Condition	N/A	N/A	\$28,021.75 <sup>⊕</sup>	N/A
Other Required Modifications	N/A	N/A	\$ TBD	N/A

## OTHER

<sup>10</sup> 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.

<sup>11</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>12</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>13</sup> Expedite Charges apply in addition to other listed rates.

Commingled Arrangements – per circuit NRC	\$41.42 <sup>⊕</sup>	\$7.62 <sup>⊕</sup>	\$ 27.33 <sup>⊕</sup>	N/A
Conversion – Service Order per request	\$ 67.06 <sup>⊕</sup>	\$ 21.18 <sup>⊕</sup>	N/A	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 23.56 <sup>⊕</sup>	N/A
Circuit Retag – per circuit	N/A	N/A	\$ 40.65 <sup>⊕</sup>	N/A
	N/A	N/A		N/A
Dark Fiber – Dark Fiber Routine Network Modifications	N/A	N/A	TBD	N/A

## **Application of NRCs**

### Preordering:

CLEC Account Establishment is a one-time charge applied the first time that AC orders any service from this Agreement.

Customer Record Search applies when AC requests a summary of the services currently subscribed to by the end-user.

### Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if AC requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if AC requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if AC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Access Tariff.

**V. Collocation Rates**

See IL Collocation Services Tariff, IL CC #12.