

Kevin J. Albaugh  
Vice President-Regulatory Affairs  
724-443-9598

August 7, 2006

David E. Schwencke  
President  
Full Service Network  
600 Grant Street, Floor 57  
US Steel Building  
Pittsburgh, PA 15219

**RE: Requested Adoption under Section 252(i) of the TA96**

Dear Mr. Schwencke:

North Pittsburgh Telephone Company ("NPTC"), a Pennsylvania corporation, with its principal place of business at 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044, has received your request dated July 28, 2006 that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Full Service Computing Corporation t/a Full Service Network ("FSN"), with its principal place of business at 600 Grant Street, Floor 57, US Steel Building, Pittsburgh, Pennsylvania 15219, wishes to adopt the terms of the Interconnection Agreement between MCI Metro Access Transmission Services, LLC ("MCI") and NPTC that was recently approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (the "Terms"). Please note that NPTC has chosen not to sign the proposed adoption letter that you forwarded with your request as it recommends that the adoption be effective upon filing with the Commission. It is NPTC's understanding that Commission rules require that the agreement become effective upon approval by the Commission. Accordingly, I am forwarding this revised adoption letter that reflects that change in the language regarding the effective date. I understand FSN has a copy of the Terms. Please note the following with respect to FSN's adoption of the Terms.

1. By FSN's countersignature on this letter, FSN hereby represents and agrees to the following four points:
  - (A) FSN adopts (and agrees to be bound by) the Terms of the MCI/NPTC Interconnection Agreement in effect on the date hereof, and in applying the Terms, agrees that FSN shall be substituted in place of MCI Metro Access Transmission Services, LLC and MCI in the Terms wherever appropriate.

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- (B) Notice to FSN and NPTC as may be required under the Terms shall be provided as follows:

To: Full Service Network  
Attention: David E. Schwencke, President  
600 Grant Street, Floor 57  
US Steel Building  
Pittsburgh, PA 15219  
Telephone Number: 412-745-9000  
Facsimile Number: 412-XXX-XXXX 412-248-0221  
Internet Address: [david@fullservicenetwork.com](mailto:david@fullservicenetwork.com)

To NPTC: Vice President-Regulatory Affairs  
North Pittsburgh Telephone Company  
4008 Gibsonia Road  
Gibsonia, PA 15044  
Telephone Number: 724-443-9598  
Facsimile Number: 724-443-9434  
Internet Address: [kalbaugh@nptc.com](mailto:kalbaugh@nptc.com)

with a copy to:

Attorneys & Counselors-at-Law  
Thomas, Thomas, Armstrong & Niesen  
212 Locust Street  
P. O. Box 9500  
Harrisburg, PA 17108-9500  
Facsimile: 717-236-8278

- (C) FSN represents and warrants that it is a certificated Competitive Local Exchange Carrier ("CLEC") in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in the Commonwealth of Pennsylvania in the serving areas in which FSN is certificated.
- (D) In the event that a voluntary or involuntary petition has been or is in the future filed against FSN 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: (i) all rights of NPTC under such laws, including, without limitation, all rights of NPTC under 11 U.S.C. § 366, shall be preserved, and FSN's adoption of the MCI Terms shall in no way impair such rights of NPTC; and (ii) all rights of FSN resulting from FSN's adoption of the NPTC 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 NPTC pursuant to 11 U.S.C. § 366. In the event that an Interconnection Agreement between NPTC and FSN is currently in force in the NPTC service territory within the Commonwealth of Pennsylvania (the "Original Agreement"), FSN's adoption of the Terms (the "Amended and Restated Agreement") shall be an amendment and restatement of, and replace in its entirety, the Original Agreement. The Amended and Restated Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original Agreement. All monetary obligations of the parties to one another under the Original Agreement shall remain in full force and effect and shall constitute monetary obligations of the parties under the Amended and Restated Agreement; provided, however, in the event that FSN is currently a debtor in an Insolvency Proceeding, nothing contained herein shall convert any claim or debt that would otherwise constitute a pre-petition claim or debt in FSN's Insolvency Proceeding into a post-petition claim or debt.

2. FSN's adoption of the MCIIm Terms shall become effective upon Commission approval of the FSN adoption of the MCIIm Agreement. NPTC shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of FSN. The term and termination provisions of the MCIIm/NPTC agreement shall govern FSN's adoption of the Terms. The current Initial term of the MCIIm/NPTC Interconnection Agreement expires on July 20, 2007.
3. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), NPTC does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by NPTC of the Terms does not in any way constitute a waiver by NPTC of any position as to the Terms or a portion thereof, nor does it constitute a waiver by NPTC 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 these Terms as a result of FSN's 252(i) election.
4. Nothing herein shall be construed as or is intended to be a concession or admission by NPTC 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 NPTC expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

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5. NPTC reserves the right to deny FSN's adoption and/or application of the Terms, in whole or in part, at any time:
  - (A) when the costs of providing the Terms to FSN are greater than the costs of providing them to MCI;
  - (B) if the provision of the Terms to FSN is not technically feasible; and/or
  - (C) to the extent that NPTC otherwise is not required to make the Terms available to FSN under applicable law.
6. It will constitute a breach of the Interconnection Agreement and these Terms should FSN attempt to operate in conflict with paragraphs 1 through 5 above, and NPTC reserves all rights to seek appropriate legal and/or equitable relief.
7. NPTC is a rural carrier as defined in 47 USC Sections 153 and 251(f) and does not waive any rights with respect thereto.

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**SIGNATURE PAGE**

**FSN Adoption of MCI/n/PTC Interconnection Agreement**

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

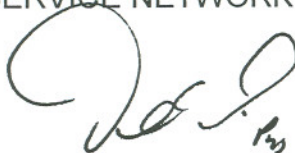
Sincerely,

NORTH PITTSBURGH TELEPHONE COMPANY

  
\_\_\_\_\_  
Kevin J. Albaugh  
Vice President-Regulatory Affairs

Reviewed and countersigned:

FULL SERVICE COMPUTING CORPORATION t/a  
FULL SERVICE NETWORK

  
\_\_\_\_\_  
(SIGNATURE)

DAVID E. SCHWENCKE  
(PRINT NAME)

cc: P. Armstrong - Thomas, Thomas, Armstrong & Niesen  
N. Shuey - North Pittsburgh Telephone Company