

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON PENNSYLVANIA INC.,
f/k/a BELL ATLANTIC – PENNSYLVANIA, INC.**

and

**COMCAST PHONE OF PENNSYLVANIA, LLC
f/k/a AT&T BROADBAND PHONE OF PENNSYLVANIA, LLC**

This Amendment No. 2 (this "Amendment") is made by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, PA 19103, and Comcast Phone of Pennsylvania, LLC f/k/a AT&T Broadband Phone of Pennsylvania, LLC ("Comcast"), a limited liability company with offices at 1500 Market Street Philadelphia, PA 19102, and shall be deemed effective on August 1, 2006 (the "Amendment Effective Date"). Verizon and Comcast are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services only in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 11, 2002 (the "Adoption Letter"), Comcast adopted in the Commonwealth of Pennsylvania, the terms of the interconnection agreement between TCG Pittsburgh and Verizon that was approved by the Pennsylvania Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, Comcast has requested that the Parties amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (herein after referred to as the "Amended Agreement").
2. Fiber Meet Arrangement Provisions.
 - 2.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 2.3 below) in the relevant exchanges equal to a utilization level of at least one (1) DS-3. In addition, Comcast may request a Fiber Meet arrangement by providing written notice thereof to Verizon if Comcast has submitted a good faith, written forecast to Verizon showing that the Parties will consistently exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS-3 within the next twelve (12) months. If Comcast requests that the Parties establish

a Fiber Meet arrangement and the Parties have not consistently been exchanging an amount of applicable traffic in the relevant exchanges equal to a utilization level of at least one (1) DS-3, Verizon may request (and Comcast shall promptly provide) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount determined by Verizon based upon Verizon's anticipated costs (including, without limitation, labor at Verizon's Tariff rates for the deployment) of facilities for such Fiber Meet arrangement. If Verizon requests a letter of credit, Verizon shall not have an obligation, it otherwise would have, to establish a Fiber Meet arrangement under this Amendment until Comcast provides such letter of credit to Verizon. If, twelve (12) months after establishment of a Fiber Meet arrangement between the Parties, Verizon determines that actual traffic volumes on the Fiber Meet arrangement are less than Comcast's forecast, then Verizon may (but is not obligated to) draw on the letter of credit upon notice to Comcast in respect of costs actually incurred by Verizon to deploy facilities on such Fiber Meet arrangement (and for the avoidance of any doubt, such costs shall include, without limitation, the costs of labor, at Verizon's Tariff rates therefor). If Verizon so draws on a letter of credit, Comcast hereby irrevocably waives any right it may have to make a claim or the like with respect to (or in connection with) the amounts that Verizon has drawn. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutual agreement, which shall not be unreasonably withheld, to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and on any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A. Each such document will be treated as confidential information. The Parties shall meet to discuss a Fiber Meet arrangement requested by either Party within forty-five (45) days of such request. The Parties will develop and mutually agree upon a Schedule for establishing a Fiber Meet arrangement under the terms of this Amendment.

- 2.2 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. Except as otherwise agreed by the Parties, any and all Fiber Meet points established between the Parties shall extend no further than three (3) miles from an applicable Verizon Wire Center and Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement.
- 2.3 Except as otherwise agreed by the Parties, any Fiber Meet arrangements established under this Amendment shall be used only for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, in each case between their respective Telephone Exchange Service Customers, as well as Tandem Transit Traffic and Measured Internet Traffic, all in accordance with the Agreement. Operator Services/Directory Assistance traffic, 911 traffic, and Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Comcast Telephone Exchange Service Customers and purchasers of Switched Exchange Service via a Verizon access Tandem, may be exchanged over Fiber Meet arrangements subject to applicable Verizon Tariff rates and charges. Except as

otherwise agreed in writing by the Parties, point-to-point (*i.e.*, unswitched) access services and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements. Notwithstanding any other provision of the Agreement (including, without limitation, this Amendment) or otherwise, other than obligation to pay any applicable intercarrier compensation charges pursuant to the terms of the Agreement (as well as the obligation to pay Verizon's rates and charges for the traffic types addressed earlier in this Section 2.3, Verizon's rates and charges for transport addressed below in Section 2.5 and Verizon's right to draw on a letter of credit established under this Amendment), neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment.

- 2.4 Comcast will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Agreement.
- 2.5 For the avoidance of any doubt, the point(s) where the Parties' facilities will meet under any Fiber Meet arrangement arrived at pursuant to this Amendment will serve as a Comcast-IP under Sections 4 and 5 of the Agreement. For purposes of Sections 4 and 5 of the Agreement, the point(s) where the Parties' facilities meet under any such Fiber Meet arrangement will also serve as a Verizon Tandem IP for Verizon Customers served by a terminating End Office that subtends the Tandem Office identified in Section 1 of the applicable "Technical Specifications and Requirements" (if Section 1 identifies a Verizon Tandem Switch) or, alternatively, for Verizon Customers served by the End Office identified in the applicable "Technical Specifications and Requirements" (if Section 1 identifies a Verizon End Office). Nothing herein shall be read to limit Comcast's financial responsibility for transport to reach additional Verizon IPs as required under Sections 4 and 5 of the Agreement or to relieve Comcast of its obligation to provide additional Comcast-IPs as required under Sections 4 and 5. To the extent Comcast wishes to obtain transport from Verizon's wire center to reach additional Verizon IPs, it can purchase such transport in accordance with the terms and conditions, including, without limitation, rates and charges, set forth in the Agreement, in any applicable Tariff(s), or as may subsequently be approved by the Commission or agreed to between the Parties.
- 2.6 Sections 1.49 and 4.3 of the Agreement are deleted in their entirety. All references to "Mid-Span Fiber Meet" in the Agreement are changed to "Fiber Meet" in the Amended Agreement. All references to "Mid-Span Fiber Meet as provided in subsection 4.3" are changed to "Fiber Meet as provided in Amendment No. 2". All references to "Mid-Span Fiber Meet arrangement as provided in Section 4.3 below" are changed to "Fiber Meet arrangements as provided in Amendment No. 2."
3. Miscellaneous Provisions.
- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.1. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or 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.
- 3.5 Joint Work Product. The Parties acknowledge that this Amendment is a joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon, and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.6 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 3.6.1 Fiber Network Interface Device ("FNID").
A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.
- 3.6.2 Maintenance Control Office.
Either Party's center responsible for control of the maintenance and repair of a circuit.
- 3.6.3 Non-Revertive.
Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.
- 3.6.4 Primary Reference Source.
Equipment that provides a timing signal to synchronize network elements.

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

Comcast Phone of Pennsylvania, LLC

Verizon Pennsylvania Inc.

By: _____

By: _____

Printed:

Printed: Jeffrey A. Masoner

Title:

Title: Vice President – Interconnection Services
Policy & Planning

Date: _____

Date: _____

Technical Specifications and Requirements

for

Comcast Phone of Pennsylvania, LLC - Verizon Pennsylvania Inc.
Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to Comcast Phone of Pennsylvania, LLC - Verizon Pennsylvania Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Comcast's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the Commonwealth of Pennsylvania. A diagram of FM No. [XX] is included as Appendix A.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Comcast to connect [____] strands of its fiber cable [____] connectors. Verizon's FNID will be locked, but Verizon and Comcast will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Comcast will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Comcast will be a [MANUFACTURER, MODEL]. Comcast will bear the cost of installing and maintaining its FNID. The fiber patch panel within Comcast's FNID will serve as FMP No. 2. Comcast will provide a fiber stub at the fiber patch panel in Comcast's FNID for Verizon to connect [____] strands of its fiber cable. Comcast's FNID will be locked, but Comcast and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Comcast's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [e.g., as a ring configuration or as a point to point configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].
 - 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
 - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
 - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].

- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and Comcast shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Comcast with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
- 4.2 Comcast will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Comcast will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Comcast must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Comcast's Add Drop Multiplexer.
- 4.3 Comcast and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and Comcast Add Drop Multiplexers of FM No. [XX].
5. Testing.
- Prior to turn-up of FM No. [XX], Verizon and Comcast will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Comcast as a final step of turn up of the FM No. [XX].
- 6.2 For one-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Comcast will control the CFA for the subtending facilities and trunks connected to Comcast's slots. Comcast will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Comcast shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Comcast's Add Drop Multiplexer in FM No. [XX].
- 6.3 For two-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), Comcast shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Comcast shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Comcast will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Comcast will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Comcast will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Comcast's side of the FMPs, as well as delivering its applicable traffic to the FMPs.
- 7.4 Verizon and Comcast will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Comcast will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, but no less than one (1) day prior to the outset of scheduled work, or as soon as practicable in an emergency, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. In the case of scheduled work, the Party providing notice of planned maintenance shall not unreasonably withhold agreement to reschedule such maintenance where the other Party timely indicates that the planned maintenance conflicts with other preplanned or unplanned network event(s).

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses to move or change FM No. [XX]. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing, which agreement shall not be unreasonably withheld.

COMCAST PHONE OF PENNSYLVANIA, LLC

VERIZON PENNSYLVANIA INC.

By: _____

By: _____

Appendix A

Comcast - Verizon Fiber Meet No. [XX]
City, State