

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

July 20, 2007

Jeffrey A. Ray
General Counsel
Citynet Pennsylvania, LLC
113 Platinum Drive, Suite B
Bridgeport, WV 26330

RE: Requested Adoption under Section 252(i) of the Telecommunications Act of 1996

Dear Mr. Ray:

North Pittsburgh Telephone Company ("NPTC"), a Pennsylvania corporation, with its principal place of business at 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044, is in receipt of Citynet's request dated October 25, 2006 that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Citynet Pennsylvania, LLC ("Citynet"), with its principal place of business at 113 Platinum Drive, Suite B, Bridgeport, WV 26330, wishes to adopt the terms of the Interconnection Agreement between MCImetro Access Transmission Services, LLC ("MCIIm") and NPTC that has been previously approved by the Pennsylvania Public Utility Commission ("Commission") on July 26, 2006 at Docket No. A-310752F7005 as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof (the "Terms"). I understand Citynet has a copy of the Terms. Please note the following with respect to Citynet's adoption of the Terms.

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

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

To Citynet: Citynet Pennsylvania, LLC
Attention: Jeffrey A. Ray
113 Platinum Drive
Suite B
Bridgeport, WV 26330
Telephone Number: (304) 848-5420
Facsimile Number: (304) 848-5410
Email: Jeff.Ray@citynet.net

with a copy to:

Joshua M. Bobeck
Brett P. Ferenchak
BINGHAM MCCUTCHEN LLP
2020 K Street, N.W.
Washington, DC 20006
Telephone Number: (202) 373-6000
Facsimile Number: (202) 373-6001
Email: josh.bobeck@bingham.com
brett.ferenchak@bingham.com

To NPTC: Kevin J. Albaugh
Vice President-Regulatory Affairs
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044
Telephone Number: (724) 443-9598
Facsimile Number: (724) 443-9434
Email: kalbaugh@nptc.com

with a copy to:

Michael L. Swindler
Thomas, Thomas, Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone Number: (717) 255-7600
Facsimile Number: (717) 236-8278
Email: mwindler@ttanlaw.com

- (C) Citynet 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 Citynet is certificated.

- (D) In the event that a voluntary or involuntary petition has been or is in the future filed against Citynet 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 Citynet's adoption of the MCI Terms shall in no way impair such rights of NPTC; and (ii) all rights of Citynet resulting from Citynet'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 Citynet is currently in force in the NPTC service territory within the Commonwealth of Pennsylvania (the "Original Agreement"), Citynet'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 Citynet 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 Citynet's Insolvency Proceeding into a post-petition claim or debt.

2. Citynet's adoption of the MCIIm Terms shall become effective upon Commission approval. NPTC shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of Citynet. The term and termination provisions of the MCIIm/NPTC agreement shall govern Citynet's adoption of the Terms. The current Initial term of the MCIIm/NPTC Interconnection Agreement expires on July 20, 2007. Citynet's adoption of the MCIIm/NPTC Interconnection Agreement shall continue in force and effect unless and until cancelled or terminated as provided in the Terms of the MCIIm/NPTC Interconnection Agreement.
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 Citynet'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 Commissions, 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.
5. NPTC reserves the right to deny Citynet'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 Citynet are greater than the costs of providing them to MCIIm;
 - (B) if the provision of the Terms to Citynet is not technically feasible; and/or
 - (C) to the extent that NPTC otherwise is not required to make the Terms available to Citynet under applicable law.
6. It will constitute a breach of the Interconnection Agreement and these Terms should Citynet 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 U.S.C. §§ 153 and 251(f) and does not waive any rights with respect thereto.

Jeffrey Ray
General Counsel
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SIGNATURE PAGE

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

Sincerely,

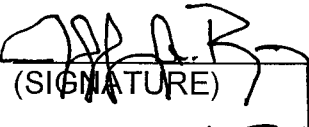
NORTH PITTSBURGH TELEPHONE COMPANY

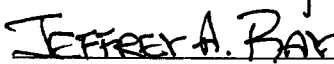


Kevin J. Albaugh
Vice President-Regulatory Affairs

Reviewed and countersigned:

CITYNET PENNSYLVANIA, LLC



(SIGNATURE)


(PRINT NAME)

cc: Michael L. Swindler, Esq. - Thomas, Thomas, Armstrong & Niesen
Cory Franceschi - North Pittsburgh Telephone Company
Joshua M. Bobeck - BINGHAM MCCUTCHEN LLP