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June 16, 2006

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

***Re: MPSC Case No. U-12774, Seventh Amendment to the Interconnection Agreement
Between AT&T Michigan and PaeTec Communications, Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the Seventh Amendment to the Interconnection Agreement by and between AT&T Michigan and PaeTec Communications, Inc. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the enclosed Amendment and related pleadings onto the Commission's web site at:

<http://efile.mpsc.cis.state.mi.us/efile/>

Additional copies of the Amendment are available on this web site as well as AT&T Michigan's website at:

http://www.sbc.com/search/regulatory.jsp?category=WWW.SBC.COM/LARGE-FILES/RIMS/INTERCONNECTION_AGREEMENTS/MICHIGAN

Very truly yours,

A handwritten signature in black ink, appearing to read "Craig A. Anderson".

Attachment

cc: Mr. J.T. Ambrosi

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An Interconnection Agreement between)
PaeTec Communications, Inc.)
and various AT&T Inc.)
owned companies, including AT&T Michigan)

Case No. U- 12774

JOINT APPLICATION

AT&T Michigan¹ and PaeTec Communications, Inc. hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Seventh Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on March 7, 2001 (Agreement). In support of this joint application, AT&T Michigan and PaeTec Communications, Inc. state as follows:

1. The parties have entered into good faith negotiations and have executed a Seventh Amendment to the Agreement. The Seventh Amendment to the Agreement, fully executed as of June 8, 2006, extends the terms of the reciprocal compensation provisions of the Agreement. A copy of the Seventh Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

2. The Seventh Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Seventh Amendment meets all statutory criteria for Commission approval.

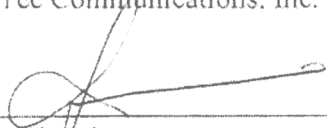
¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

WHEREFORE, AT&T Michigan and PacTec Communications, Inc. jointly request Commission approval of the 7TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

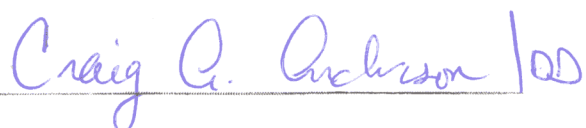
Respectfully submitted,

PacTec Communications, Inc.

Counsel for AT&T Michigan



JT Ambrosi
Vice President Carrier & Government Relations
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(313) 223-8033

Dated:

JUNE 16, 2006

Exhibit A
Case No. U-12774

SEVENTH AMENDMENT

Executed as of June 8, 2006

TO INTERCONNECTION AGREEMENT

by and between

Various SBC Communications, Inc., owned companies, including

AT&T MICHIGAN

and

PAETEC COMMUNICATIONS, INC.

***Further Amendment
Superseding Certain Intervening Law, Compensation,
Interconnection and Trunking Provisions***

This Further Amendment Superseding Certain Intervening Law, Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment") is applicable to this and any future Interconnection Agreement(s) which may be executed before the Termination Date of this Further Amendment between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, Nevada Bell Telephone Company d/b/a AT&T Nevada, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T Arkansas, and AT&T Kansas which are the Incumbent Local Exchange Carrier ("ILEC") in Illinois, Indiana, Michigan, Ohio, Nevada, California, Connecticut, Missouri, Oklahoma, Texas, Arkansas, and Kansas (hereinafter each individually being a "AT&T ILEC," and collectively being the "AT&T ILECs") and PaeTec Communications, Inc.; PAETEC Communications, Inc. (hereinafter, "PaeTec"), and all PaeTec affiliates, subsidiaries successors and assigns which are a Certified Local Exchange Carrier in California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio, or Connecticut (hereinafter "PaeTec CLECs") from the Effective Date hereof through May 1, 2007. AT&T ILECs and PaeTec may be referred to individually as "Party" or collectively as the "Parties". This Further Amendment is applicable to all Interconnection Agreements between the Parties, whether such agreement is negotiated, arbitrated, or arrived at through the exercise of Section 252 (i) Most Favored Nation ("MFN") rights.

RECITALS

WHEREAS, AT&T ILECs and PaeTec entered into interconnection agreements pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") that were approved by the applicable state commissions (the "ICAs"); and

WHEREAS, for the states of California, Nevada, Texas, Missouri, Oklahoma, Kansas, Arkansas, Illinois, Wisconsin, Michigan, Indiana, Ohio and Connecticut, the Parties wish to amend the ICAs to incorporate these Superseding Certain Reciprocal Compensation, Interconnection and Trunking Terms ("Further Amendment"); and

WHEREAS, the Parties intend that the term of this Further Amendment ("Term") shall commence on the Effective Date hereof and shall continue until May 1, 2007, and thereafter will remain in full force and effect unless terminated by either Party by providing at least thirty (30) day's written notice to the other Party specifying the date it wishes to terminate this Further Amendment (the "Termination Date").

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Further Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

COVENANTS

1.0 Scope of Agreement and Lock In:

1.1 The foregoing Recitals are hereby incorporated into and made a part of this Further Amendment. Defined terms shall have those definitions set forth herein, or to the extent such terms are not defined herein, as set forth in the ICAs.

1.2 Notwithstanding anything to the contrary in this Further Amendment, except for the waivers of intervening law in Section 2.2 and PaeTec's waiver of 252(i) MFN rights in Section 1.6 which are unaffected by this Section, neither Party waives, but instead expressly reserves, all of their rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law rights relating to (but not limited to) the following actions, which the Parties have not yet fully incorporated into this Further Amendment, or the underlying ICAs or any future interconnection agreements executed before the Termination Date of this Further Amendment or which may be the subject of further government review:

- *Verizon v. FCC, et. al*, 535 U.S. 467 (2002);
- *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004);
- the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order");
- and the FCC's Biennial Review Proceeding;
- the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98;
- the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002),
- the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001);
- and the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).

1.3 The Parties agree that this Further Amendment will act to supersede, amend and modify the applicable provisions currently contained in the ICAs. This Further Amendment shall also be incorporated into and become a part of, by exhibit,

attachment or otherwise, and shall supersede, amend, and modify the applicable provisions of, any future interconnection agreement(s) between the Parties through the Termination Date of this Further Amendment only, whether such future interconnection agreements are negotiated, arbitrated, or arrived at through the exercise of Section 252(i) MFN rights.

1.4 Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

1.5 If the underlying ICAs or any future interconnection agreement(s) expire sooner than the Termination Date, the Parties agree that the Further Amendment shall not extend or otherwise alter the term and termination rights of the underlying ICAs or any future interconnection agreement(s), but instead, the Further Amendment will be incorporated into any successor interconnection agreement(s) between the Parties through the Termination Date. Also, the Parties recognize that a future MFN interconnection agreement may receive quicker state public utility commission ("PUC") approval than the negotiated Further Amendment, which will be affixed to that future interconnection agreement. To the extent that the date of state PUC approval of the underlying MFN interconnection agreement precedes the date of state PUC approval of the Further Amendment, the Parties agree that the rates, terms and conditions of the Further Amendment will, upon state PUC approval of the Further Amendment, apply retroactively to the date of such state PUC approval of the underlying future interconnection agreement, or the Termination Date, whichever is later, so that the rates, terms and conditions contained herein will apply uninterrupted for the Term. In no event shall this retroactivity apply prior to the effective date of this Further Amendment.

1.6 Except as provided in Section 2 below, during the Term of this Further Amendment through the Termination Date, the Parties agree that neither of the Parties will seek, directly or indirectly, to obtain alternate terms and conditions to those stated in this Further Amendment for any reciprocal compensation, points of interconnection ("POIs") or trunking requirements that are subject to this Further Amendment. If, during the term of this Further Amendment, PaeTec adopts another agreement pursuant to Section 252(i), it must amend the adopted interconnection agreement with this Further Amendment. Such amendment shall be filed with the state Commission at the same time that the MFN agreement is filed so that this Further Amendment will apply uninterrupted from May 1, 2005 through the Termination Date. If the AT&T ILECs have voluntarily entered into an interconnection agreement which is applicable to the thirteen-state region as a whole, PaeTec may exercise its rights under section 252(i) of the Act to obtain the rates, terms, and conditions of such agreement in its entirety provided that the agreement is otherwise available for adoption. This waiver shall bind any successor in interest to PaeTec (including the purchaser(s) of substantially all of PaeTec's assets), in which case PaeTec shall obtain the successor's/purchaser's consent to be bound by the terms and conditions set forth in this Further Amendment.

2.0 Intervening Law/Change of Law:

2.1 The Parties acknowledge and agree that on May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“*USTA decision*”), and following remand and appeal issued a decision in *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II decision*”). In addition, the FCC adopted its Triennial Review Order on February 20, 2003, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36), and Order on Remand (FCC 04-290) WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) (“*TRO Remand Order*”). Moreover, on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. 467 (2002) (all collectively referred to as the “*Orders*”). In entering into this Further Amendment, and except as otherwise set forth in Section 2.2 below, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to the Orders and any other federal or state regulatory, legislative or judicial action(s), including but not limited to any legal or equitable rights of review and remedies (including agency reconsideration and court review), and its rights under this Intervening Law paragraph and as to any intervening law rights that either Party has in the current ICAs or any future interconnection agreement(s). Except as otherwise set forth in Section 2.2 below, if any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory or legislative body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and/or conditions (“*Provisions*”) in this Further Amendment or the current ICAs or any future interconnection agreement(s), specifically including, but not limited to, those arising with respect to the Orders, the affected Provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order, but only after the subject order becomes effective, upon the written request of either Party (“*Written Notice*”). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the current ICAs or any future interconnection agreement(s). In the event that any intervening law rights in the current ICAs or any future interconnection agreement(s) conflict with this Intervening Law paragraph and Section 2.2, for the Term, this Intervening Law paragraph and Section 2.2 following shall supersede and control as to any such conflict(s) as to all rates, terms and conditions in the current ICAs and any future interconnection agreement(s) for such time period.

2.2 Notwithstanding anything herein, during the Term the Parties waive any rights they may have under the Intervening/Change of Law provisions in this Further Amendment, the Parties’ current ICAs or any future interconnection agreement(s) to

which this Further Amendment is added, or any other amendments thereto with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined herein), POIs or trunking requirements that are subject to this Further Amendment including, without limitation, waiving any rights to change the compensation in this Further Amendment in the event that a AT&T ILEC invokes the FCC terminating compensation plan pursuant to the FCC ISP Reciprocal Compensation Order in any particular state(s); provided however, that if a final, legally binding FCC order related to intercarrier compensation becomes effective after the Effective Date of this Further Amendment including, without limitation, an FCC Order that is issued upon the conclusion of the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01 92, established in Notice of Proposed Rulemaking Order No. 01-132 (April 27, 2001) (referred hereto as an "FCC Order:"), the affected provisions of this Further Amendment relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs or trunking requirements shall be invalidated, modified, or stayed, consistent with such FCC Order, with such invalidation, modification, or stay becoming effective only upon the date of the written request of either Party to commence negotiation to incorporate such terms into the underlying ICA once the FCC Order has become effective (the "Written Negotiation Request"). In such event, upon receipt of the Written Negotiation Request, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the ICAs, future interconnection agreement(s) and Further Amendment (including any separate amendments to such agreements). If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such FCC Order shall be resolved pursuant to the dispute resolution process provided for in the ICAs or future interconnection agreement(s) provided, however, that the rates, terms and conditions ultimately ordered by a state commission in an arbitration or negotiated by the Parties shall be retroactive to the effective date of the Written Negotiation Request following such FCC Order Except with respect to the exceptions relating to rates for reciprocal compensation, rates for Total Compensable Local Traffic (as defined herein), POIs and trunking requirements provisions set forth in this Section 2.2, during the Term, each Party shall have full intervening law rights under Section 2.1 of this Further Amendment and any intervening law rights in the underlying ICAs, and may invoke such intervening law/change in law rights as to any provisions in the ICAs or future interconnections agreement(s) (including any separate amendments) impacted by any regulatory, legislative or judicial action as well as the intervening law rights relating to an FCC Order set forth in this Section 2.2.

3.0 Reservations of Rights:

3.1 The Parties continue to disagree as to whether ISP calls constitute local traffic subject to reciprocal compensation obligations. By entering into this Further Amendment, neither party waives its right to advocate its view with respect to this issue. The Parties agree that nothing in this Further Amendment shall be construed as an admission that ISP traffic is, or is not, local in nature. The Parties further agree that any payment to PaeTec under the terms of this Further Amendment shall not be construed as

agreement or acquiescence by the AT&T ILECs that calls to ISPs constitute local traffic subject to reciprocal compensation obligations. Notwithstanding the foregoing, the Parties agree that AT&T ILECs shall make payments for calls to ISPs to PaeTec pursuant to Sections 4, 5, and 6 herein during the Term through the Termination Date of this Further Amendment.

3.2 The Parties continue to disagree as to where POIs should be established and under what rates, terms, and conditions PaeTec may lease facilities from AT&T ILECs to establish such POIs. By entering into this Further Amendment, neither Party waives its right to advocate its view with respect to these issues. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper establishment of POIs and the treatment of facilities used to establish such POIs under applicable federal and state law. The Parties further agree that the establishment of POIs pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper establishment of POIs and the treatment of facilities used to establish such POIs. Notwithstanding the foregoing, the Parties agree that PaeTec and AT&T ILECs shall establish POIs pursuant to the rates, terms, and conditions called for in Section 4 herein during the Term of this Further Amendment.

3.3 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (“VOIP”) traffic under the Dispute Resolution provisions of the ICAs or any future interconnection agreement(s) between the Parties through the Termination Date. The Parties further agree that this Further Amendment shall not be construed against either Party as a “meeting of the minds” that VOIP traffic is or is not local traffic subject to reciprocal compensation. By entering into the Further Amendment, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, state or federal commission-established rulemaking dockets, or in any legal challenges stemming from such proceedings.

3.4 By entering into this Further Amendment, neither Party waives the right to advocate its views with respect to the use of, and compensation for, tandem switching and common transport facilities in connection with the carriage of Virtual Foreign Exchange traffic. The Parties further agree that nothing in this Further Amendment shall be construed as an admission with respect to the proper treatment of Virtual Foreign Exchange traffic. The Parties agree that the handling of Virtual Foreign Exchange traffic pursuant to the rates, terms, and conditions specified in this Further Amendment shall not be construed as agreement or acquiescence by either Party as to the proper treatment of such traffic. Notwithstanding the foregoing, the Parties agree that all compensation between the Parties for the exchange of Virtual Foreign Exchange traffic shall be governed by the rates, terms, and conditions called for in Section 5.1 herein during the term of this Further Amendment.

4.0 Network Architecture Requirements:

4.1 PaeTec will establish POIs in each mandatory local calling areas in which it has assigned telephone numbers (NPA/NXXs) in the Local Exchange Routing Guide (LERG) Each Party shall be financially responsible for one hundred percent (100%) of the facilities, trunks, and equipment on its side of the POI.

(a) In California and Illinois, the Parties agree that this section is satisfied if PaeTec (at its sole option) establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within 15.75 miles of the Vertical and Horizontal coordinate of each rate center where PaeTec has established a working telephone number local to that rate center; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(b) In Connecticut, Indiana, Michigan, Nevada, Ohio and Wisconsin, the Parties agree that this section is satisfied if, PaeTec (at its sole option), establishes POIs either:

(i) at each access or local tandem in which tandem serving area PaeTec has established a working telephone number local to a rate center in that tandem serving area, and each AT&T end office where PaeTec maintains a physical collocation arrangement (but only for those trunk groups associated with that end office); or

(ii) within each mandatory local calling area where PaeTec has established a working telephone number local to a rate center in that calling area; or

(iii) upon mutual agreement in writing by the parties, additional POIs may be established exceeding the minimum requirements contained in this amendment.

(c) The Parties agree that the waivers contained in Sections 2.2 with respect to changes in law do not apply to state commission-required changes in the geographic scope or definition of local calling areas. Where the local calling scope has changed, either party may exercise the right to renegotiate the number and location of POIs required under this Further Amendment. This provision shall not be interpreted to affect how the Parties agree to exchange, and compensate one another for, Virtual Foreign Exchange traffic (as defined herein) pursuant to Sections 4, 5, and 6 during the Term of this Further Amendment.

(d) PaeTec may, at its sole option, establish a POI by obtaining dedicated Special Access services or facilities from AT&T ILECs (without the need for PaeTec equipment, facilities, or collocation at the AT&T ILEC's offices), or services or facilities

from a third party, by establishing collocation, by establishing a fiber meet, or by provisioning such services or facilities for itself.

4.2 Where PaeTec leases facilities from AT&T ILECs to establish a POI, PaeTec shall be required to begin paying AT&T ILEC for such facilities once the facilities are jointly tested and accepted at a trunk level.

4.3 PaeTec agrees to abide by AT&T ILEC's trunk engineering/administration guidelines as stated in the ICAs, including the following:

4.3.1 When interconnecting at AT&T ILEC's digital End Offices, the Parties have a preference for use of B8ZS ESF two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for these Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.3.2 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups when end office traffic (actual or forecasted) requires twenty-four (24) or more trunks over three consecutive months for the exchange of IntraLATA Toll and Total Compensable Local Traffic. These trunk groups will be two-way and will utilize Signaling System 7 ("SS7") signaling or MF protocol where required.

4.3.3 The Parties recognize that embedded one-way trunks may exist for Total Compensable/IntraLATA toll traffic via end point meet facilities. The Parties agree the existing architecture may remain in place and be augmented for growth as needed. The Parties may subsequently agree to a transition plan to migrate the embedded one-way trunks to two-way trunks via a method described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. AT&T ILECs agree to develop a cutover plan and project manage the cutovers with PaeTec participation and agreement.

4.4 Subject to Section 4.6, in order to qualify for receipt of reciprocal compensation in a given tandem serving area as provided in this Further Amendment, PaeTec will achieve and maintain a network architecture within that tandem serving area such that Direct End Office Trunking ("DEOT") does not fall below 70% for two consecutive months. In the event PaeTec's network architecture within a single tandem serving area ("TSA") consists of 96 or fewer trunks, the 70% DEOT trunking requirement shall not apply. Notwithstanding the foregoing, PaeTec shall be required to establish DEOT once the conditions set forth in Section 4.3.2. are satisfied in any end office, regardless of the total number of trunks or DEOT ratio in any TSA.

4.4.1 Subject to Section 4.6, if PaeTec has not established a POI required by Section 4.1, or has not established DEOTs required by 4.3.2, PaeTec shall not be entitled to reciprocal compensation for calls from that local calling area for the time period during which PaeTec is not in compliance with Sections 4.1 and/or 4.3.2.

4.5 For new interconnections, PaeTec will achieve the DEOT criteria identified in Section 4.4 no later than six (6) months (or such other period as may be agreed to by the Parties) (hereinafter the “transition period”) after the Parties first exchange traffic for each new interconnection arrangement .

4.6 Under no circumstances shall PaeTec have any liability or otherwise be penalized under this Further Amendment for non-compliance with the applicable POI and DEOT criteria specified herein during the transition period identified in Section 4.5. Furthermore, PaeTec will have no liability and will face no penalty for non-compliance with the POI and DEOT criteria specified herein at any time thereafter if such non-compliance results from AT&T ILEC’s inability to provide staffing, collocation space, trunking, or facilities necessary to satisfy the transition or from AT&T ILEC’s failure to perform required network administration activities (including provisioning, activation, and translations), regardless of whether AT&T ILEC’s inability or failure to perform is related to a Force Majeure event as that term is described in the underlying ICAs.

4.6.1 Establishing a New POI in an Existing Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec provides service as of the date of execution of this Further Amendment). PaeTec will notify AT&T ILEC of PaeTec’s intention to establish a new POI in an existing local calling area (or other applicable serving area in California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin) no later than 90 days prior to the end of the transition period as defined in section 4.5. above by letter to the AT&T ILEC Account Manager and project manager for PaeTec. PaeTec and AT&T ILEC will meet within 10 business days of such notice to plan the transition to any new POI. This 90 day notice and subsequent meeting are intended to give both parties adequate time to plan, issue orders, and implement the orders in the transition period under Section 4.5. Nothing in this paragraph specifically or this Further Amendment generally shall prevent PaeTec from ordering, or excuse AT&T ILECs from provisioning, trunks with respect to an existing POI for new growth or augments during the time that a new POI is being established.

4.6.2 Establishing a POI in a New Local Calling Area (or other applicable serving area in California, Nevada, Connecticut, and Illinois, Indiana, Michigan, Ohio and Wisconsin where PaeTec does not provide service as of the date of execution of this Amendment). PaeTec will notify its AT&T ILEC Account Manager no later than 90 days prior to the LERG effective date for the new NPA-NXXs it wishes to activate. Joint planning meetings for the new POI will be held within 10 business days of AT&T ILEC’s receipt of such notification. The outcome of the joint planning meeting will be orders for facilities and trunks for the new POI to complete the establishment of the POI as promptly as possible, and in any event, by the LERG effective date for the new NPA-NXX. The POI must be established in the applicable Local Calling Area as defined in 4.1 above (or other applicable serving area in California, Nevada, Connecticut, and Illinois, Indiana, Michigan, Ohio and Wisconsin) prior to the exchange of live traffic.

4.7 At any time as a result of either Party's own capacity management assessment, the Parties may begin the provisioning process. The intervals used for the provisioning process will be the same as those used for AT&T ILECs' Switched Access service.

4.8 The movement of existing trunks to new POIs, either on a rollover basis or a disconnect and add basis, will not be counted against any limitations otherwise placed on PaeTec's ability to order and receive trunks in any given market.

4.9 In a blocking situation, PaeTec may escalate to its AT&T ILEC Account Manager in order to request a shorter interval. The AT&T ILEC Account Manager will obtain the details of the request and will work directly with the AT&T ILEC LSC and network organizations in order to determine if PaeTec's requested interval, or a reduced interval, can be met.

5.0 Compensable Traffic: Any inconsistencies between the provisions of this Further Amendment and other provisions of the current ICAs or future interconnection agreement(s) described above through the Termination Date, will be governed by the provisions of this Further Amendment, unless this Further Amendment is specifically and expressly superseded by a future amendment between the Parties.

5.1 If PaeTec designates different rating and routing points such that traffic that originates in one rate center terminates to a routing point designated by PaeTec in a rate center that is not local to the calling party even though the called NXX is local to the calling party, such traffic ("Virtual Foreign Exchange" traffic) shall be rated in reference to the rate centers associated with the NXX prefixes of the calling and called parties' numbers, and treated as Local traffic for purposes of compensation. The Parties disagree as to the proper jurisdictionalization of Virtual Foreign Exchange Traffic; nevertheless, and without waiving any of their respective rights to advocate their views of the proper treatment of Virtual Foreign Exchange Traffic, the Parties agree to compensate each other for the exchange of Virtual Foreign Exchange Traffic as if it were Compensable Traffic for the Term of this Further Amendment.

5.2 Local, Virtual Foreign Exchange, Mandatory Local and Optional EAS traffic eligible for reciprocal compensation, will be combined with traffic terminated to ISPs to determine the Total Compensable Local Traffic.

5.2.1 In determining the Total Compensable Local Traffic, InterLATA toll and IXC-carried intraLATA toll are excluded, and will be subject to Meet Point Billing as outlined in the interconnection agreement and applicable tariffs.

5.2.2 The rates for the termination of intraLATA toll and Originating 8YY traffic are governed by the Parties' switched access tariffs, provided, however, that PaeTec's rates may not exceed the rates set forth in the applicable AT&T ILEC's tariff in whose exchange area the End User is located.

5.2.3 In determining the Total Compensable Local Traffic, transited minutes of use (MOUs) will be excluded from these calculations.

5.2.4 Unless already incorporated into an ICA existing at the time of this Further Amendment, or unless otherwise ordered by the relevant state commission or the FCC, the terms, rates and conditions pertaining to transited MOUs in a particular state will be set forth in a commercial agreement to be negotiated by the Parties, separate and apart from any ICA.

5.3 Subject to applicable confidentiality guidelines, AT&T ILECs and PaeTec will cooperate to identify toll and transiting traffic; originators of such toll and transiting traffic; and information useful for settlement purposes with such toll and transit traffic originators.

5.3.1 AT&T ILECs and PaeTec agree to explore additional options for management and accounting of toll and transit traffic, including, but not limited to the exchange of additional signaling/call-related information in addition to Calling Party Number.

5.3.2 The Parties agree to explore additional options for management and accounting of the jurisdictional nature of traffic exchanged between their networks.

6.0 Rate Structure and Rate Levels:

During the period from May 1, 2005 through and including the Termination Date in all states, Total Compensable Local Traffic will be exchanged between the AT&T ILECs and PaeTec at the rate of \$.0005 per minute of use. This rate shall be payable to the party on whose network the call is terminating, and shall apply symmetrically for traffic originated by one party and terminated on the other party's network.

7.0 Additional Terms and Conditions:

7.1 This Further Amendment contains provisions that have been negotiated as part of an entire Further Amendment and integrated with each other in such a manner that each provision is material to every other provision.

7.2 The Parties agree that each and every rate, term and condition of this Further Amendment is legitimately related to, and conditioned on, and in consideration for, every other rate, term and condition in the underlying ICAs or interconnection agreement. The Parties agree that they would not have agreed to this Further Amendment except for the fact that it was entered into on a 13-State basis and included the totality of rates, terms and conditions listed herein.

7.3 Except as specifically modified by this Further Amendment with respect to their mutual obligations herein and subject to Section 2.0, neither Party relinquishes,

and each Party instead fully reserves, any and all legal rights that it had, has and may have to assert any position with respect to any of the matters set forth herein before any state or federal administrative, legislative, judicial or other legal body.

7.4 This Further Amendment is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

7.5 The terms contained in this Further Amendment constitute the agreement with regard to the superseding, modification, and amendment of the ICAs and incorporation into future interconnection agreement(s) through the Termination Date, and shall be interpreted solely in accordance with their own terms.

7.6 The headings of certain sections of this Further Amendment are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Further Amendment.

7.7 This Further Amendment may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

7.8 AT&T Operations, Inc. hereby represents and warrants that it is authorized to act as agent for, and to bind in all respects as set forth herein, the individual AT&T ILECs.

7.9 This Further Amendment is subject to the approval of various state commissions. Upon approval by the state commission having jurisdiction in the operating territory of a specific AT&T ILEC, this Further Amendment shall be construed as having been in effect as of May 1, 2005 (the "Effective Date")

8.0 Intentionally Omitted.

IN WITNESS WHEREOF, the Parties have caused this Further Amendment to be executed the date and year written below.

PaeTec Communications, Inc. ;
PAETEC Communications, Inc.

Illinois Bell Telephone Company d/b/a
AT&T Illinois, Indiana Bell Telephone
Company Incorporated d/b/a AT&T
Indiana, Michigan Bell Telephone Company
d/b/a AT&T Michigan, The Ohio Bell
Telephone Company d/b/a AT&T Ohio,
Wisconsin Bell Inc. d/b/a AT&T Wisconsin,
Nevada Bell Telephone Company d/b/a
AT&T Nevada, Pacific Bell Telephone
Company d/b/a AT&T California, The
Southern New England Telephone
Company, d/b/a AT&T Connecticut and
Southwestern Bell
Telephone, L.P. d/b/a AT&T Missouri,
AT&T Oklahoma, AT&T Texas, AT&T
Arkansas and AT&T Kansas, by AT&T
Operations, Inc., its authorized agent

Signature: Daniel J. Venuti
Name: Daniel J. Venuti

Signature: Rebecca L. Sparks
Name: Rebecca L. Sparks

Title: Exec. VP, Secretary & General Counsel
Date: 5/30/06

Title: Executive Director-Regulatory
Date: 6/8/06

AECN/OCN:

California - 4733
Illinois - 4717
Texas - 0223
Michigan - 0224
Ohio - 0227
Connecticut - 3083