

FILE

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 01/18/2008)

In the Matter of the Application of Verizon North Inc. f/k/a
 GTE North Incorporate for the Review of an Agreement
 Pursuant to Section 252 of the Telecommunications Act of
 1996

TRF Docket No. - -TP-

Case No. 09-1945TP - NAG

NOTE: Unless you have reserved a Case # or are filing a Contract,
 leave the "Case No" fields BLANK.

Name of Registrant(s) Verizon North Inc.

DBA(s) of Registrant(s) Verizon North Inc.

Address of Registrant(s) 1300 Columbus-Sandusky Rd. N. Marion, OH 43302

Company Web Address www.verizon.com

Regulatory Contact Person(s) Cassandra Cole

Phone 740-383-0490

Fax-740-383-0490

Regulatory Contact Person's Email Address Cassandra.cole@verizon.com

Contact Person for Annual Report Cassandra Cole

Phone 740-383-0490

Address (if different from above) _____

Consumer Contact Information Cassandra Cole

Phone 740-383-0490

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Section I – Part II – Certificate Status and Procedural

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

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 Date Processed 12/14/09

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 2009 DEC 11 PM 5:09
 PUCO

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
CMRS Providers See 4901:1-6-15				
Other* (explain)				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Verizon North Inc.

, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) Marion, Ohio

*(Signature and Title)

(Date)

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, William H. Keating, verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)

(Date) 12/11/09

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Verizon)
North Inc. for Approval of a Negotiated)
Amendment with Cincinnati Bell Extended)
Territories LLC Under Section 252 of the)
Telecommunications Act of 1996.)

Case No. 09 – 1945 – TP – NAG

VERIZON NORTH INC. AND Cincinnati Bell Extended Territories LLC APPLICATION
FOR APPROVAL OF AMENDMENT NO. 3 PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

Verizon North Inc. ("Verizon") hereby files the attached Interconnection Amendment No. 1 (the "Amendment") between Verizon and Cincinnati Bell Extended Territories LLC ("CBET") (Verizon and CBET being referred to collectively as the "Parties" and individually as a "Party") for review and approval by the Public Utilities Commission of Ohio (the "Commission") pursuant to the provisions of Section 252 (e) of the Telecommunications Act of 1996 (the "Act"). This filing is being made pursuant to the Act and in accordance with Ohio Administrative Code 4901:1-7-07.

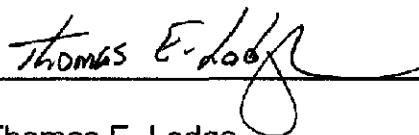
The Amendment has been arrived at through negotiations between the Parties as contemplated by Section 252 (a)(1) of the Act.

As contemplated by Section 252 (e)(2)(A), the Amendment does not discriminate against another telecommunications carrier, nor will implementation of the Amendment be inconsistent with the public interest, convenience and necessity. In accordance with Section 252 (e)(4) of the Act, the Amendment will be deemed approved if the Commission does not act to approve or reject the Amendment within 90 days from the date of this Application.

WHEREFORE, VERIZON respectfully requests that the Commission approve the
Amendment as soon as possible.

Respectfully submitted,

VERIZON NORTH INC.

A handwritten signature in black ink, appearing to read "Thomas E. Lodge", is written over a horizontal line.

Thomas E. Lodge
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Tom.Lodge@ThompsonHine.com
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Its Attorneys

AMENDMENT NO. 3
to the
INTERCONNECTION AGREEMENT
between
VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED
and
CINCINNATI BELL EXTENDED TERRITORIES LLC
FOR OHIO

This Amendment No. 3 (this "Amendment") is effective January 1, 2010 ("Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated, a Wisconsin corporation ("Verizon"), and Cincinnati Bell Extended Territories LLC, an Ohio limited liability company ("CBET"). (Verizon and CBET may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties.") This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Ohio (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter under 47 U.S.C. § 252(i) dated January 19, 2006, CBET adopted the December 30, 1998 "Interconnection, Resale and Unbundling Agreement between GTE North Incorporated and AT&T Communications of Ohio, Inc.," as amended (the "AT&T Agreement") (such adoption letter, AT&T Agreement, Verizon-CBET Amendment No. 1 [October 28, 2008] and Verizon-CBET Amendment No. 2 [October 28, 2008], hereinafter the "Terms"); and

WHEREAS, CBET wishes to amend the Terms to include provisions to assist CBET in complying with the Ohio Minimum Telephone Service Standards; and

WHEREAS, the Parties wish to amend the Terms 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 agree as follows:

1. Amendment to the Terms. The Terms are amended to incorporate the rates, terms and provisions set forth in this Amendment, all of which shall apply to and be a part of the Terms (hereinafter referred to as the "Amended Terms") notwithstanding any other rate, term or provision of the Terms, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Installation Interval for UNE Non-designed Two-wire Analog Voice Grade Loops

1.1.1 Installation Interval

For UNE Loops for which CBET requests an installation due date that is within five (5) Business Days after the Order Date, Verizon shall install such UNE Loops within five (5) Business Days after the Order Date. For UNE Loops for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date, Verizon shall install such UNE Loops by the Verizon-confirmed installation due date, as shown on the applicable Verizon Local Service Request Confirmation.¹

- 1.1.1.1 For purposes of this Section 1.1.1, the "Order Date" for a UNE Loop shall be the day on which Verizon receives a valid, complete and accurate CBET order for the UNE Loop. The Order Date shall be excluded from the five (5) Business Day measurement period and shall be deemed to be Day Zero of the five (5) Business Day measurement period. If an order is received by Verizon on a day that is not a Business Day, the order shall be deemed to have been received by Verizon on the next Business Day. If an order is received by Verizon after 5 PM Eastern Time on a Business Day, the order shall be deemed to have been received by Verizon on the next Business Day. A UNE Loop shall be deemed to have been installed by Verizon on the day that physical installation of the UNE Loop is completed by Verizon.

As an example, if an order is received by Verizon at 10 AM Eastern Time on Monday, January 4, 2010, Monday, January 4, 2010, shall be deemed to be the Order Date and Day Zero of the five (5) Business Day measurement period and Monday, January 11, 2010, shall be deemed to be Business Day 5 of the five (5) Business Day measurement period. A UNE Loop ordered on an order received by Verizon at 10 AM Eastern Time on Monday, January 4, 2010 (the Order Date) shall be deemed to have been installed by Verizon within five (5) Business Days of the Order Date if the UNE Loop is installed by Verizon on or before Monday, January 11, 2010.

- 1.1.1.2 Notwithstanding anything in this Amendment, the Terms, a Tariff, a Verizon SGAT or otherwise, Verizon shall be obligated to meet an installation interval standard set out in Section 1.1.1, above, for a UNE Loop, only if, and to the extent that, CBET is obligated by the Ohio Minimum Telephone Service Standards to meet this installation interval standard for the CBET service that uses the UNE Loop.

¹ For a UNE Loop for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date, Verizon shall set the Verizon-confirmed installation due date in accordance with Verizon's usual practices for setting installation due dates for UNE Loops, including, but not limited to, taking into consideration the work to be performed to install the UNE Loop and Verizon's anticipated available work force and work load at the time the UNE Loop installation work will be performed. Verizon shall not be obligated to agree to the installation due date requested by CBET.

1.1.2 Remedial Action

If for any UNE Loop that is subject to an installation interval standard set out in Section 1.1.1, above, Verizon fails to meet the applicable installation interval standard set out in Section 1.1.1, above, Verizon shall compensate CBET by waiving the Verizon non-recurring charges for installation of that UNE Loop. Such Verizon waiver of non-recurring charges shall be Verizon's sole obligation, and CBET's sole and exclusive remedy, for a failure by Verizon to meet the installation interval standard set out in Section 1.1.1, above.²

1.1.3 CBET Responsibilities

1.1.3.1 CBET shall submit orders for UNE Loops in accordance with Verizon's applicable ordering procedures (including, but not limited to, performing an Appointment Scheduling Inquiry Pre-Order Transaction to determine installation due date availability prior to submitting a UNE Loop order).

1.1.3.2 In submitting orders for UNE Loops, CBET shall reasonably cooperate with Verizon in order to allow Verizon to meet the installation interval standards set out in Section 1.1.1, above. For instance, for UNE Loops for which CBET wishes to request an installation due date that is within five (5) Business Days after the Order Date, upon request by Verizon, where feasible, CBET shall submit such orders with a requested installation due date interval of less than five (5) Business Days.

1.1.4 Exclusions

1.1.4.1 This Section 1.1 does not apply to: (a) CBET UNE Loop orders that are rejected by Verizon because the order does not comply with Verizon's ordering procedures (for instance, because the order form has not been completely and accurately filled-out by CBET); (b) UNE Loops for which Verizon needs to perform engineering design; (c) a Hot Coordinated Conversion³ of existing service (such as a Verizon retail or resale line) to a UNE Loop; (d) a coordinated conversion of existing service (such as a Verizon retail or resale line) to a UNE Loop where CBET requests a specific cutover time on the installation due date or requests a cutover time within a CBET-specified range of cutover times on the installation due date and the CBET-

² For the avoidance of any doubt and without limiting the concluding sentence of Section 1.1.2, above, if Verizon is subject to an obligation under the "Verizon Ohio Carrier-to-Carrier Performance Assurance Plan" to pay (whether by payment, bill credit or otherwise) any amount to CBET because Verizon failed to meet a performance standard that is substantially the same as an installation interval standard set out in Section 1.1.1, above, Verizon shall receive a credit against such payment obligation equal to any amount waived by Verizon under this Amendment.

³ As used in this subsection (c), a "Hot Coordinated Conversion" means a "Hot Coordinated Conversion" as that term is used in Appendix A of CBET's adoption letter under 47 U.S.C. § 252(i) dated January 19, 2006.

specified range of cutover times is less than the full Verizon work day; (e) moves of existing UNE Loops; (f) changes to an existing UNE Loop; (g) disconnection of a UNE Loop; or (h) single orders or groups of related orders for more than nine (9) UNE Loops that Verizon elects to handle outside of its usual installation interval process and to assign installation due dates that are more than five (5) Business Days after the Order Date. The exclusions set out in subsections (b), (c), (d) and (h) do not apply to UNE Loops for which CBET requests an installation due date that is more than five (5) Business Days after the Order Date.

- 1.1.4.2 Verizon may elect to exclude from Section 1.1.1, above, the installation of a UNE Loop that was delayed due to any of the following circumstances: (a) lack of facilities; (b) the need to perform construction or network modifications or conditioning; (c) Force Majeure as described in Section 13 of the General Terms and Conditions of the AT&T Agreement; or (d) acts or omissions of persons other than Verizon, including, but not limited to, CBET or a CBET customer (for instance, unavailability of access to the CBET customer's premises for installation of service).

1.1.5 Definitions

The following definitions shall apply to this Section 1.1:

- 1.1.5.1 "Business Day" means Monday through Friday, except for holidays observed by Verizon.
- 1.1.5.3 "Non-designed" with regard to UNE Loops means UNE Loops for which Verizon does not need to perform engineering design.
- 1.1.5.4 "Order Date" has the meaning set out in Section 1.1.1.1, above.
- 1.1.5.6 "UNE Loop" means an unbundled Network Element ("UNE") Non-designed two-wire analog voice grade loop.

1.2 Testing and Repair for Trouble on UNE ADSL Loops

1.2.1 Verizon Responsibilities

- 1.2.1.1 If CBET reports to Verizon a Trouble on a UNE ADSL Loop provided by Verizon to CBET, Verizon shall test for and repair that Trouble so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops. If the UNE ADSL Loop is used to carry voice communications, Verizon's testing and repair shall include (but shall not be limited to) the voice band parameters for UNE ADSL Loops in Verizon TR-72575.
- 1.2.1.2 Verizon's obligation to test for and repair Trouble on a UNE ADSL Loop in accordance with Section 1.2.1.1, above, shall be Verizon's sole obligation, and CBET's sole and exclusive remedy, with regard to a Trouble on a UNE ADSL Loop.

1.2.2 CBET Responsibilities

- 1.2.2.1** CBET shall test for problems on the facilities used by CBET (including, but not limited to, on both CBET-provided facilities and Verizon-provided facilities, such as the UNE ADSL Loop) and shall identify the facilities that are subject to the problems. These tests shall be performed in accordance with generally accepted telecommunications industry practices. CBET shall deploy and use the equipment necessary to perform these tests. Upon request by Verizon, CBET shall submit to Verizon CBET's test results associated with a Trouble on a UNE ADSL Loop reported by CBET to Verizon.
- 1.2.2.2** CBET shall submit Trouble reports for UNE ADSL Loops in accordance with Verizon's applicable Trouble reporting procedures.
- 1.2.2.3** CBET shall reasonably cooperate with Verizon in order to allow Verizon to test for and repair the Trouble on the UNE ADSL Loop. For instance, CBET shall use the appropriate Verizon-designated descriptions and codes to describe the Troubles being submitted by CBET and, upon request by Verizon, shall engage in joint testing and repair activities. Verizon shall provide CBET a list of the Verizon-designated descriptions and codes that are to be used by CBET to describe Troubles on UNE ADSL Loops and, upon request by CBET, shall explain these descriptions and codes to CBET.
- 1.2.2.4** If a UNE ADSL Loop Trouble report submitted to Verizon by CBET is closed by Verizon with no Trouble being found in the UNE ADSL Loop (for instance, because the problem was found to be in CBET's facilities or in the CBET customer's premises equipment or wiring, or because the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops), then CBET shall pay Verizon the rates under the Amended Terms that apply for the testing and repair performed by Verizon in connection with such report; provided that, the amount to be paid by CBET to Verizon shall not be less than \$70.
- 1.2.2.5** When CBET orders a UNE ADSL Loop, CBET shall order in accordance with the rates, terms and provisions of the Amended Terms, any conditioning (such as removal of bridged taps and/or load coils) of the UNE ADSL Loop necessary so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops. If CBET submits to Verizon a Trouble report for a UNE ADSL Loop and Verizon determines that conditioning (such as removal of bridged taps and/or load coils) must be performed so that the UNE ADSL Loop complies with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops, (a) the UNE ADSL Loop shall be deemed not to have been subject to a Trouble, (b) the conditioning shall not be deemed to be repair to be performed by Verizon pursuant to Section 1.2.1.1, above, and (c) Verizon shall notify CBET of the need for conditioning and CBET shall either order and pay for the conditioning in accordance with the rates, terms and

provisions of the Amended Terms, or accept the Loop "as is," without further conditioning. If CBET elects to have the Loop conditioned, CBET shall not submit to Verizon any further Trouble reports for Troubles that are the result of the UNE ADSL Loop not being conditioned, until the conditioning is completed. If CBET elects to accept the Loop "as is," without further conditioning, CBET shall not submit to Verizon any further Trouble reports for Troubles that are the result of the UNE ADSL Loop not being conditioned.

1.2.4 Definitions

The following definitions shall apply to this Section 1.2:

- 1.2.4.1 "UNE ADSL Loop" means an unbundled Network Element ("UNE") 2-Wire Digital Compatible Loop ordered by CBET using 2-wire ADSL ordering codes. This UNE loop type is more fully described in Section 2.E of Verizon TR-72575, where it is referred to as an "Unbundled 2-Wire Digital ADSL-Qualified (2WDA) Loop."
- 1.2.4.2 "Trouble" means a failure of a UNE ADSL Loop to comply with the requirements of Verizon TR-72575 applicable to UNE ADSL Loops.
- 1.2.4.3 "Verizon TR-72575" means Verizon Technical Reference TR-72575, Issue 2, "Unbundled Digital Loop Technical Specifications," Draft 10 (March 1999). Any revisions to Verizon TR-72575 applicable to UNE ADSL Loops adopted by Verizon shall apply to this Amendment, provided that such revisions apply to all users of Verizon UNE ADSL Loops and are not prohibited by the Federal Unbundling Rules.

1.3 General

- 1.3.1 Notwithstanding anything in this Amendment, the Terms, a Tariff, a Verizon SGAT or otherwise, nothing in this Amendment shall be deemed to require Verizon to provide a Network Element, Telecommunications Service, or other facility or arrangement, that Verizon is not already obligated to provide under the Terms.
- 1.3.2 For the avoidance of any doubt and without limiting Section 1.3.1, above, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs) and combinations of UNEs to CBET only to the extent required by the Federal Unbundling Rules and may decline to provide (or cease providing) access to UNEs or combinations of UNEs to CBET to the extent that provision of such UNEs or combinations of UNEs is not required by the Federal Unbundling Rules.
- 1.3.3 Notwithstanding anything in this Amendment, the Terms, a Tariff, a Verizon SGAT or otherwise, except as provided in the Federal Unbundling Rules, Verizon shall have no obligation to construct, modify or deploy facilities or equipment to offer any unbundled Network Element (UNE) or combination of UNEs.
- 1.3.4 Notwithstanding anything in this Amendment, the Terms, a Tariff, a Verizon SGAT or otherwise, Verizon shall have the right to deploy,

upgrade, migrate and maintain its network at its discretion, subject to compliance with Federal Communications Commission rules governing notice of network changes. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate CBET's ability to provide service using certain technologies. Nothing in this Amendment shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise.

- 1.3.5 The provisions of this Amendment shall apply commencing on February 1, 2010.

2. Miscellaneous Provisions

- 2.1 Conflict Between this Amendment and the Terms. This Amendment shall be deemed to revise the rates, terms and provisions of the Terms to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Terms, this Amendment shall govern, provided, however, that the fact that a rate, term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 Scope of Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in this Amendment and, except to the extent set forth expressly in this Amendment, the rates, terms and provisions of the Terms 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 extend or amend the term of the Amended Terms, or to affect the right of a Party to exercise any right of termination it may have under the Amended Terms.
- 2.3 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Terms.
- 2.4 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.
- 2.5 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 rate, term or provision of this Amendment.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

2.9 Definitions.

Notwithstanding anything in the Terms, this Amendment or any Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or combinations of unbundled Network Elements that is imposed upon Verizon by the Federal Communications Commission pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.9.2 Ohio Minimum Telephone Service Standards

Ohio Administrative Code, Chapter 4901:1-5, "Furnishing of Intrastate Telecommunications Service by Local Exchange Companies," as revised from time to time.

2.9.3 Tariff.

2.9.3.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.9.3.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

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

CINCINNATI BELL EXTENDED TERRITORIES
LLC

VERIZON NORTH INC.

By: Ted Heckmann

By: _____

Printed: Ted Heckmann

Printed: Jennifer E. Ross

Title: Managing Director – Regulatory &
Government Affairs

Title: Director – Interconnection Services

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

CINCINNATI BELL EXTENDED TERRITORIES
LLC

VERIZON NORTH INC.

By: _____

By: Jennifer E. Ross

Printed:

Printed: Jennifer E. Ross

Title:

Title: Director – Interconnection Services