

Memorandum of Understanding
Between

Verizon North Inc.

and

Charter FiberLink, LLC

for the
Mid-Span Fiber Meet (MSFM)
located in

Wausau, Wisconsin

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1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to memorialize the proposed MSFM arrangement between Verizon North Inc. f/ka/ GTE North Incorporated (“Verizon”) and Charter Fiberlink, LLC (“Charter”) in Wausau, Wisconsin. The terms and conditions set forth in this MOU have been agreed upon by both parties pursuant to Article V, Section 4.1.1 of the Interconnection Agreement between the parties dated August 24, 2000 (the Interconnection Agreement) and shall stay in force until the earlier of (i) the expiration or termination of the Interconnection Agreement or (ii) the parties’ mutual agreement to modify or dissolve the MSFM arrangement.

2. Site Selection

Verizon and Charter have examined the MSFM sites and agree that the sites for the MSFM will be the NE corner of LaSalle and E. Scott Streets in Wausau, WI, pole numbers 76CC63 and 118355 and across the street from the Verizon office at 1802 Volkman Street in Schofield, WI, pole # 18LI46. These sites provide a suitable environment for both parties to terminate their fiber optic cable and locate the connector panel for termination of their fiber optic cables. See Attachment A for the network configuration.

3. Physical Interface

The physical interface shall be considered the fiber patch panel in the enclosure box located at the two locations noted in Section 2 above. The connector panels are approved and appropriate for the application and the size of cable to be connected. The connector panel locations provide 24-hour access to both Verizon and Charter. The connector panels are individually locked. The interconnecting carrier may splice its fiber to the fiber stub provided at the patch enclosure.

The Parties will pay any additional cost for the connector panel and installation as set forth in Section 11.

Verizon is to have access to the Verizon side of the MSFM and Charter will have access to the Charter side of the MSFM. Both parties shall provide monitoring and maintenance capability 24 hours a day for their respective side of the MSFM.

4. Transmission Characteristics

The transmission interface shall be SONET (Synchronous Optical Network) to ensure compatibility of signal format among different vendors of lightwave transmission equipment. The agreed upon interconnecting electronics requirements are as follows:

1. The equipment generally complies with SONET transmission requirements as specified in Bellcore document GR-000253.

2. The optical transmitters and receivers must provide adequate power for the end-to-end length of the fiber cable to be traversed.
3. The optical transmission rate will be OC-12.
4. Both Verizon and Charter shall provide 2 fibers of single-mode fiber cable each for the working and protect service between the MSFM terminating electronics of each party and the physical point of interconnection(s) as denoted in Section 2 above.
5. The design of the MSFM shall meet optical parameters of GR-253-CORE, Tables 4-3 through 4-11.
6. The Automatic Protection Switching shall be linear 1+1, utilizing Non-Revertive switch settings.

5. Data Communications Channel (DCC)

The DCC shall be disabled between the Verizon and Charter locations.

6. Firmware/Software Upgrades

Verizon will use a firmware release of 13.12 on a Nortel TBM OC12 and Charter will utilize a Cisco ONS 15454 multiplexer with a software release of 2.2.2. This combination of multiplexing equipment has been approved for use based on successfully interoperability testing performed by the Verizon lab.

Any upgrades or changes to firmware/software by either party must be reviewed and mutually agreed upon before implementation. Before making any upgrade or change to firmware/software, each party must provide the other party with a written notice that describes the upgrade or change and states the date on which it will be added/loaded to the multiplexer. This written notice must be provided no less than 14 days before the date on which the upgrade or change will be added/loaded. The parties mutually agree to monitor the upgrade or change to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware/software by a party adversely affects service or administration, that party will immediately revert to the previous version of software/firmware.

7. CLI[®]

The MSFM arrangement shall be assigned CLI[®] codes consistent with Bellcore Common Language standards as outlined in TR 795-100-100. Verizon will assign the CLI[®] code of "WAUSWIJ0002" to the site of the Keptel unit it purchased and installed and Charter will assign the CLI code of "SCFDWI01J00" at the site of the Keptel unit it purchased and installed. Each party shall provide the assigned CLI codes to the other party.

8. Connecting Facility Assignment (CFA) and Slot Assignment Allocation (SAA)

CFA and SAA will be negotiated and assigned on a case-by-case basis – as necessary.

9. Inventory and Provisioning

Inventory of the MSFM facility shall be established in Verizon and Charter's OSSs before the order flow begins. The Inventory establishment process shall be performed concurrently with construction and testing of the MSFM in order to avoid delay in processing orders upon completion of construction and testing activity.

10. Provisioning, Maintenance and Restoration

Provisioning, maintenance and restoration shall be as outlined in the CLEC guide found on Verizon's WISE Website. As a general matter, Verizon agrees to maintain the MSFM from the Keptel box inward towards the Verizon network and Charter agrees to maintain the MSFM from the Keptel box inward towards the Charter network. Each party will provide the other party a contact to coordinate provisioning and maintenance issues related to the MSFM arrangement. Charter's contact shall be Mr. William Schmidt, Engineering Manager – Charter Business Networks, 440 Science Drive, Madison, WI 53711, 608-238-9690 x286. Verizon's contact information shall be found on the WISE web site and the phone number is (888) 420-7791.

11. Compensation

Notwithstanding anything to the contrary in the parties' Interconnection Agreement, the Verizon/Charter MSFM arrangement shall be limited to delivery of terminating Local Traffic, and IntraLATA toll traffic only or other traffic types as the parties may agree in writing subsequent to the execution of this MOU. Based on pre-existing understandings found in the parties' Interconnection Agreement, Charter may also order Access Toll Connecting Trunks (in conjunction with a standard Meet Point Billing arrangement to be placed into effect between Verizon and Charter) in order to jointly provision Switched Exchange Access service to interexchange carriers ("IXCs") via the MSFM. This trunking arrangement will be employed for the sole purpose of allowing Charter's local service customers to connect or be connected to the interexchange trunks of third-party IXCs that are connected to Verizon's Wausau, Wisconsin access tandem. Without limiting the requirement that any type of traffic or services other than Local Traffic and IntraLATA toll traffic is forbidden to ride the MSFM unless otherwise agreed by the Parties in writing, the following types of traffic and services will not be placed on or ordered to ride the MSFM: direct trunking to (or as) an IXC or other Special Access, point to point, end user or dedicated Access Services. Further, the MSFM may not be used to access unbundled network elements.

Verizon's act of permitting use of the MSFM for Verizon and Charter to jointly provision Switched Exchange Access service to IXCs via this MOU will not be used against Verizon to establish any precedent, course of dealing, or to establish any detrimental reliance or inequity of transitioning such traffic off of the MSFM in any future

proceedings related to the Parties' negotiation or Charter's adoption of a new interconnection agreement or negotiation of a new MSFM MOU as may be required based on the differing rights and obligations reflected in such a new Interconnection Agreement.

Based on the individual circumstances of this MSFM arrangement, including the location of existing facilities, there will be no charges assessed by either Party to the other Party to construct and maintain the underlying facilities required to affect the facilities trunks traversing the MSFM. However, if Charter notifies Verizon that it does not intend to finish the construction of the MSFM arrangement or does not intend to use the MSFM arrangement before any traffic is exchanged over the MSFM arrangement, Charter will compensate Verizon for any specific MSFM construction or implementation expenses incurred by Verizon.

Each party will be responsible for the construction cost of the ring (including the terminating electronics) from the terminating electronics on each end and the fiber out to the physical meet points.

Each party will purchase and install one of the Keptel units (enclosure box for fiber patch panel), which serve as the joint access and termination points on each half of the ring for each party.

Verizon and Charter will initially provision the MSFM with an OC12, and will jointly use the slots on the OC-12 in conjunction with two-way trunking. Augments to the MSFM will be negotiated and agreed to on a case-by-case basis.

In the event the traffic volume between Charter and a specific Verizon end office at any time exceeds the CCS busy hour equivalent of one DS-1 where such traffic is routed through the MSFM and where such traffic is tandem switched, Charter:(a) if one-way interconnection trunks are used, will promptly establish new end office one-way interconnection trunk groups between the Verizon end office and the Charter network; or b) if two-way interconnection trunks are used, will promptly submit an ASR to Verizon to establish new end office interconnection trunk groups between that office and the Charter network.

The Parties understand that switch limitations associated with certain DMS switches in use by Verizon provide technical and practical constraints on the parties' ability to employ two-way trunking and agree to utilize one-way trunking where such switches are involved.

The following charges will apply:

For NRCs:

For Local Traffic there are no applicable NRCs.

There will be no Entrance Facility NRCs or muxing NRCs applied by either party for Local Traffic.

Monthly Recurring charges (Compensation for Exchange of Traffic):

Notwithstanding anything to the contrary in this MOU or the Interconnection Agreement, no charges shall be levied by either party for Local Traffic ordered to ride the architecture between the terminating electronics of the MSFM. Where Local Traffic is transported by the terminating Party beyond its terminating electronics to reach the terminating Party's IP:

The terminating Party may bill the originating Party recurring charges for transporting the originating Party's traffic from its terminating electronics of the MSFM arrangement to the terminating Party's valid Interconnection Point unless a different arrangement is agreed to by the Parties in writing. Such charges will be equivalent to Verizon's switched access Tariff rates for the mileage (fixed and per mile) between the terminating electronics of the MSFM arrangement and the terminating Party's valid Interconnection Point. Multiplexing charges, entrance facility charges and channel termination charges shall not apply.

Reciprocal Compensation applies as appropriate in accordance with the Parties' Interconnection Agreement.

Intercarrier compensation for Internet Traffic shall apply only if and to the extent required by applicable law in accordance with Section 12, below.

12. Relation of this MOU to the Interconnection Agreement.

Local calling areas shall be consistent with the Interconnection Agreement.

Nothing in this MOU shall affect what types of traffic are subject to Reciprocal Compensation charges in accordance with Section 251(b)(5) of the Act, which shall be governed by the Parties Interconnection Agreement. Notwithstanding anything to the contrary in the Interconnection Agreement or this MOU, the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic, shall be governed by applicable law (which at the time of execution of this MOU is the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001)). For purposes of this MOU, Internet Traffic is any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

Signatures

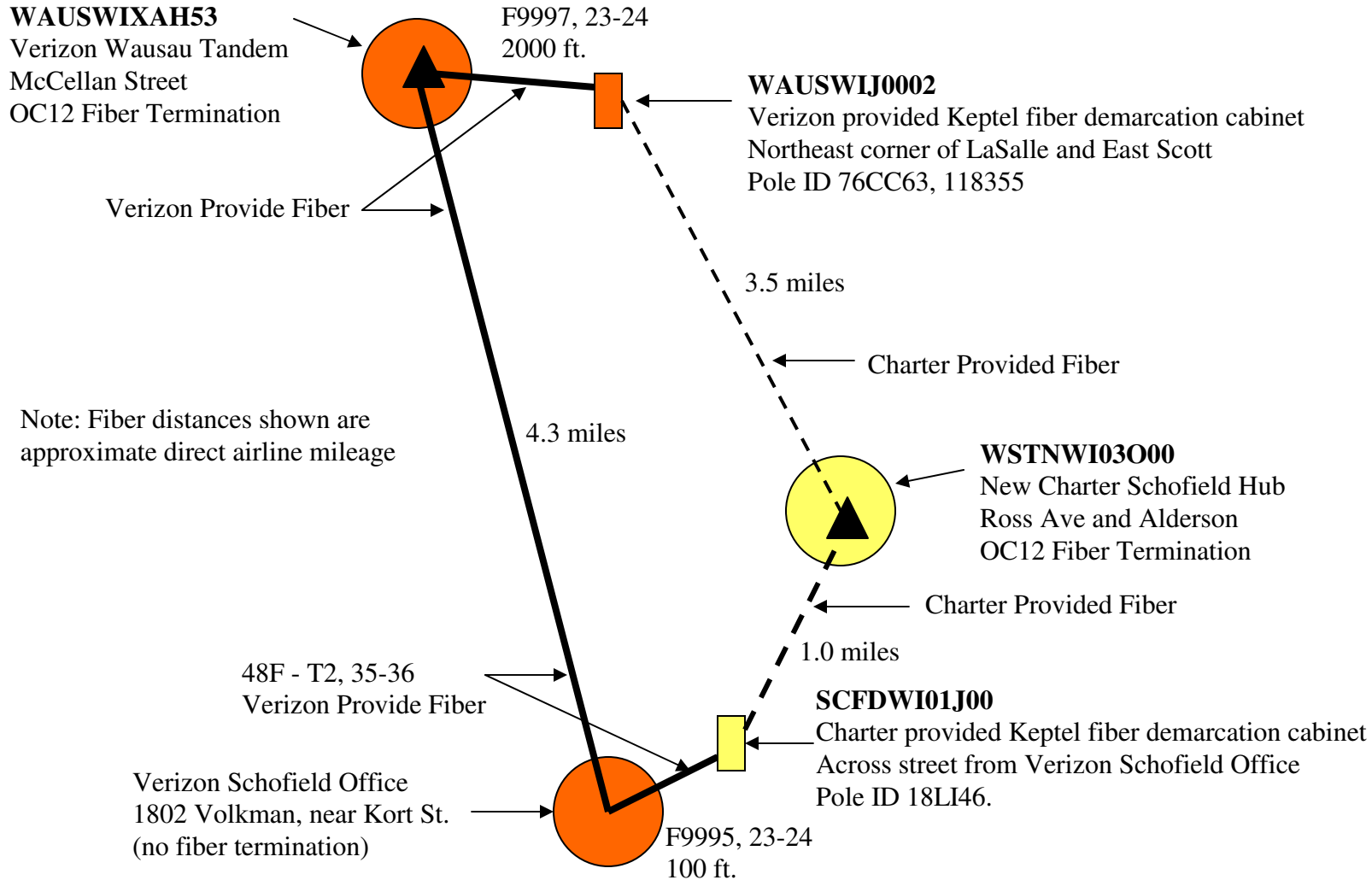
Verizon North Inc. f/ka/ GTE North Incorporated

Date

Charter Fiberlink, LLC

Date

Attachment A -- Charter/Verizon Wausau, WI . Network



Note: Fiber distances shown are approximate direct airline mileage

WAUSAU W.O. 4850-3T001DN

Wausau Network