Exhibit 3

AMENDMENT NO. __

to the

INTERCONNECTION AGREEMENT

between

[VERIZON LEGAL ENTITY]

and

[AT&T/TCG Entity]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and [AT&T /TCG entity] [blank] corporation with offices at [address] ("AT&T"), and shall become effective on _____ (the "Amendment Effective Date"). Verizon and AT&T are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [insert date] (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the annexed TRO Attachment and any exhibits thereto ("TRO Attachment"). The TRO Attachment shall apply notwithstanding any other provision of a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the

Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. 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.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision vacating and remanding certain portions and affirming other portions of the TRO, but stayed its vacatur and remand. Should the D.C. Circuit's decision become effective or the United States Supreme Court issue a stay of any or all of the TRO's provisions, or reverse any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed or reversed provisions shall be subject to any change in law provisions of the Agreement, as appropriate.

7. Washington TRO Impairment Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the Commission's decisions resulting from any impairment proceedings held in Washington. Any such decisions shall be considered a change in law and subject to any change in law provisions of the Agreement.

SIGNATURE PAGE

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

[AT&T/TCG Entity]	**VERIZON [Verizon Company Full Name]**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

TRO Attachment

1. General Conditions

1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling"), to AT&T under the terms of this Amended Agreement only to the extent required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to AT&T to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law.

1.2 AT&T may use a UNE, a Combination, or Commingling only for purposes that are consistent with those for which Verizon is required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law to provide such UNE, Combination, or Commingling to AT&T.

1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to AT&T pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to AT&T as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be subject to the change in law provisions of the Agreement.

1.4 Verizon reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3) or other Applicable Law, (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) or other Applicable Law to provide to AT&T, or (c) is an item that Verizon is not required to offer to AT&T at the rates set forth in the Amended Agreement. AT&T reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under 47 U.S.C. Sec. 251(c)(3) or other Applicable Law, (b) is a Network Element Verizon is required to provide by 47 U.S.C. Sec. 251(c)(3) or other Applicable Law to AT&T, or (c) is an item that Verizon is required to offer to AT&T at the rates set forth in the Amended Agreement.

2. Definitions

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.0 Applicable Law

All laws, rules and regulations, including, but not limited to, the Act, effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.

2.1 Call-Related Databases.

Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches or wire centers (including Verizon facilities located at AT&T's premises), that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

2.3 Dedicated Transport.

A transmission facility between Verizon switches or wire centers, (including Verizon facilities located at AT&T's premises), within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. This loop type is more fully described in applicable ANSI standards, as revised from time to time. A DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate.

2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. This Loop type is more fully described in applicable ANSI standards, as revised from time to time. A DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate.

2.8 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to AT&T, would be used for the purpose of serving AT&T's customers using DS1 or above capacity Loops.

2.9 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a feeder/distribution interface.

2.10 FTTH Loop.

A mass market Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in a wire center and the demarcation point at the end user's customer premises. FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").

2.11 Inside Wire Subloop.

As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled distribution facility in Verizon's network between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility.

2.12 Hybrid Loop.

Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB.

2.13 Line Conditioning.

The removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.14 Line Sharing.

The process by which AT&T is providing xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency

portion of any inside wire (including any Inside Wire Subloop) owned or controlled by Verizon.

2.15 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop

2.16 Local Switching.

The line-side and trunk-side facilities associated with the line-side port on a circuit switch in Verizon's network, plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including but not limited to the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including but not limited to the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including but not limited to the connection between the trunk termination and a trunk card).

2.17 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, and that is provided to AT&T to serve AT&T's end user customers over DS0 Loops.

2.18 Declassified Network Elements.

Any facility that Verizon was obligated to provide to AT&T on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT, but which, except as otherwise provided in Section 3.8.3 below, Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Declassified Network Elements include the following: (a) Dedicated Transport not provided for in Section 3.5; (b) DS3 Loops above two at a single customer location; (c) DS3 transport facilities above twelve on a single Route, (d) Enterprise Switching (e) OCn Loops and OCn Dedicated Transport; (f) the Feeder portion of a Loop; (g) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with AT&T's use of Verizon Mass Market Switching; (h) Signaling that is not provisioned in connection with AT&T's use of Verizon's Mass Market Switching; and (i) Packet Switching.

2.19 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the

Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.20 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

2.21 Route.

For purposes of FCC Rule 51.319 (e)(1) through (e)(5), a transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.22 Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

2.23 Subloop for Multiunit Premises Access.

Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. For access to copper Subloops, it is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.24 Loop Distribution.

The portion of a Loop in Verizon's network that is between the point of demarcation at an end user customer premises and Verizon's feeder/distribution interface. It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.25 Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

3. UNE TRO Provisions

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date:

3.1.1.1 DS1 Loops. Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.1.1.2 DS3 Loops. Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.1.1.2.1 Cap on DS3 Loops. In accordance with FCC rule 51.319(a)(5)(iii), AT&T may obtain on an unbundled basis a maximum of two (2) DS-3 Loops at any single end user location.

3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, AT&T shall not be entitled to obtain nondiscriminatory access to a FTTH Loop on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously has not been served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the conditions in this Section below, AT&T shall not be entitled to obtain nondiscriminatory access to a FTTH Loop on an unbundled basis when Verizon has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

3.1.2.3 Verizon shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless Verizon retires the copper Loop pursuant to the terms of this Section 3.1.2.

3.1.2.4 If Verizon maintains the existing copper Loop pursuant to Section 3.1.2.3 above, it need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 3.1.2.3, in which case Verizon shall restore the copper Loop to serviceable condition upon AT&T 's request.

3.1.2.5 If Verizon retires the copper Loop pursuant to Section 3.1.2.7 below, it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop on an unbundled basis.

3.1.2.6 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.1.2.7 below.

3.1.2.7 For retirement of copper Loops or cooper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the FCC and AT&T at least 180 calendar days before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all the requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.1.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops also apply to the retirement of copper Subloops.

3.1.2.8 Verizon shall not make any changes to the underlying Loop architecture without providing notice of intent to make the change and notifying AT&T at least 180 calendar days before the actual change, and unless Verizon can demonstrate, in writing, if so requested by AT&T, that the proposed change will not, in any way, reduce the transmission capability of an unbundled Loop type employed by AT&T that would be affected by the change. Verizon shall not migrate AT&T copper loops onto other network architectures without AT&T's prior approval.

3.1.2.9 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of copper Loop or copper Subloop that have met the applicable requirements of this Section 3.1.2 shall be implemented according to mutually agreeable change management procedures.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, AT&T shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall provide AT&T with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path (i.e., equivalent to DS0 capacity) between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date, AT&T shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

IDLC Hybrid Loops. If AT&T requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop)("IDLC"), Verizon shall provide AT&T unbundled access to a transmission path over Hybrid Loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, Verizon shall provide AT&T a technically feasible method of unbundled access.

3.1.5 Dark Fiber Loops.

Dark Fiber Loops. Verizon shall continue to provide AT&T with nondiscriminatory access to dark fiber loop on an unbundled basis.

3.1.6 Network Interface Device.

If AT&T requests access to a Loop, Network Interface Device ("NID") functionality shall be provided with such Loop and no additional NID charge shall be included.

3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date:

3.2.1 Line Sharing.

3.2.1.1 New Line Sharing. Verizon shall provision new Line Sharing arrangements in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions prescribed by the FCC in 51.319(a)(1)(i).

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Subloop in place with an end user customer of AT&T will be grandfathered at existing rates, provided AT&T began providing xDSL service to that end user customer using Line Sharing over that Loop or Subloop prior to October 2, 2003, and only so long as AT&T has not ceased providing xDSL service to that end user customer at the same location over that Loop or Subloop.

3.2(A) Line Splitting.

Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at the Central Office.

Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

AT&T may, at its option, utilize the LSR process to order line splitting.

3.2 (B) Line Conditioning.

Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

Where AT&T seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either:

(a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or

(b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

If, after evaluating Verizon's showing under section 51.319(a)(l)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high frequency portion of the newly conditioned loop or Subloop.

3.2(C) Maintenance, Repair, and Testing.

Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the

purpose of testing, maintaining, and repairing copper loops and copper Subloops.

3.3 Subloop. As of the Amendment Effective Date, all provisions in the Agreement governing Inside Wire, House and Riser, or House and Riser Cable are hereby deleted and replaced by this Section 3.3 which shall supersede other provisions in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective Date.

3.3.1 Definition - A Subloop (including Inside Wire Subloops, defined below) is a portion of a copper loop, or hybrid loop, between any technically feasible point on Verizon's outside plant, including inside wire owned or controlled by Verizon, and the end-user customer premises. A Subloop includes all intermediate devices (e.g. repeaters and load coils), and includes the features, functions, and capabilities of the loop. A Subloop includes two-wire and four-wire analog voice grade Subloops and two-wire and four-wire Subloops conditioned for digital subscriber line service, regardless of whether the Subloops are in service or held as spares. Subloops shall include the NID functionality, and Verizon shall not impose any separate charge for such functionality when provided as part of the Subloop network element.

3.3.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the copper facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:

a. at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).

b. at a distribution frame in Verizon's central office.

c. at any point that the Commission has determined, in any proceeding, is technically feasible.

3.3.3 Subloop Element - Functionality and General Requirements

3.3.3.1 Subloop Element includes but is not limited to the following functionality:
(a) Loop Concentration/Multiplexing Functionality
(b) Loop Distribution
(c) Inside Wire Subloop

3.3.4 Subloop Element - General Requirements

3.3.4.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop, which includes the NID functIonality, or any Subloop element (i.e., Loop Concentration/Multiplexing Functionality, Loop Distribution, and Inside Wire Subloops), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as stated in 3.3.10.8, Subloop elements shall be available to AT&T through the standard ordering process.

3.3.4.2 Verizon shall provide all Subloop elements or Subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a Subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the Subloop element into conformance. During the period when a Subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use.

3.3.4.3 AT&T may connect to any Subloop element at any technically feasible point and in any technically feasible manner, and Verizon will not in any manner restrict or delay access to such technically feasible points. If AT&T and Verizon are unable to reach agreement as to technical feasibility within 30 days of AT&T's request, Verizon must file a petition with the Commission that demonstrates that it is not technically feasible to unbundle the Subloop at the point requested. AT&T may access the Inside Wire Subloop at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T, shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s).

3.3.4.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T, at its option, will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel its order without incurring any charge or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI. Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days.

3.3.4.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures within timeframes consistent with those required for an interconnection request from AT&T under this Amended Agreement.

3.3.5 Loop Concentration/Multiplexing Functionality

3.3.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon's deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following:

(i) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

(ii) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

(iii) aggregates a specified number of signals or channels to fewer channels (concentrating);

(iv) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and

(v) in some instances performs electrical to optical (E/O) conversions.

3.3.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.

3.3.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.

3.3.6 Technical Requirements

3.3.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling

involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.

3.3.6.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.

3.3.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.

3.3.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.

3.3.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation where technically feasible.

3.3.6.6 Verizon shall provide AT&T real time performance and alarm data associated with AT&T's traffic, if and when technically feasible, and to partition such data for AT&T specifically where feasible.

3.3.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/ Multiplexing Functionality.

3.3.7 Interface Requirements

3.3.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.

3.3.7.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-n, if the equipment deployed is capable of providing such interfaces at the serving wire center.

3.3.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center.

3.3.7.4 If technically feasible, Loop Concentration/Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.

3.3.7.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network.

3.3.7.6 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.

3.3.8 Loop Distribution

3.3.8.1 The Loop Distribution Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device.

3.3.8.2 The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T.
If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in this Amended Agreement.

3.3.8.3 In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible point.

3.3.8.4 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 3.3.9 below.

3.3.8.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in this Amended Agreement.

3.3.8.6 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that it is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.

3.3.9 Multi-Tenant Environments (MTEs)

3.3.9.1 Inside Wire Subloop
The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises, e.g., inside wire owned or controlled by Verizon between the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and Verizon's demarcation point as defined in FCC Rule 68.3.

3.3.9.2 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.

3.3.9.3 Access terminals may be located at technically feasible points including but not limited to those at, near, or on the customer premises, such as the pole or pedestal, the NID, the minimum point of entry to the customer premises (MPOE), the single point of interconnection, and/or the feeder/distribution interface.

3.3.9.4 Inside Wire Subloop Element Configurations may include:

3.3.9.5 Loop Distribution Subloops, described in 3.3.8 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

3.3.9.6 Inside Wire Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Inside Wire SubLoop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the Inside Wire Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to the Inside Wire Subloop serving the customer.

3.3.9.7 Inside Wire Subloops may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Inside Wire Subloops shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Inside Wire Subloops.

3.3.10 Requirements

3.3.10.1 AT&T, at its option, may connect to Verizon Inside Wire Subloops regardless of whether a SPOI exists or is subsequently established at that premises.

3.3.10.2 AT&T, at its option, may access Inside Wire Subloops owned or controlled by Verizon by:

a. utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or

b. installing its own terminal block in the vicinity of the existing Verizon terminal block where the wiring terminates.

3.3.10.3 AT&T's terminal block may be placed within any Verizon enclosure when space exists.

3.3.10.4 Verizon may not require AT&T to collocate in order to access Inside Wire Subloops.

3.3.10.5 Connectivity between AT&T's terminal block and Verizon's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.

3.3.10.6 When AT&T uses Verizon's terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.

3.3.10.7 When Verizon neither owns nor controls the wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an enclosure installed by Verizon. In such case, Verizon will not limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner.

3.3.10.8 When AT&T uses only the Inside Wire Subloop(s), such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the Subloop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Inside Wire Subloop is used and a count of the Inside Wire Subloops (i.e., pairs) used at that address during the period covered by the report.

3.3.10.9 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Inside Wire Subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is an Inside Wire Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.

3.3.10.10 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.

3.3.10.11 First Pair Requirement - Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises.

3.3.11 Single Point of Interconnection

3.3.11.1 The SPOI is a cross-connect device that provides non-discriminatory access for cross connections to all Subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises.

3.3.11.2 Verizon must, at AT&T's request, cooperate in any reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point.

3.3.11.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI.

3.3.11.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

3.3.11.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process of this Amended Agreement.

3.3.11.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

3.3.11.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made

3.3.12 Demarcation Point

3.3.12.1 Demarcation Point is the point where the control, but not necessarily the ownership of the Inside Wire Subloop changes from the carrier to the building owner or service subscriber.

3.3.12.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MTE to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

3.3.12.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

3.3.12.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner to connect to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active.

3.3.12.5 When AT&T opts to move its service to the newly established demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active.

3.3.12.6 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.

3.3.12.7 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring, including operations support and charges for such support.

3.4 Unbundled Local Switching.

3.4.1 General Requirements. Verizon shall provide unbundled Local Switching to AT&T under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.4.2 **[INTENTIONALLY OMITTED]**

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date , Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or

Tandem Switching that Verizon is otherwise obligated to make available to AT&T under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Declassified Network Element, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

3.5.1 **[INTENTIONALLY OMITTED]**

3.5.2 Dedicated Transport. On or after the Amendment Effective Date, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law:

3.5.2.1 Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of AT&T or a third party is not Dedicated Transport; (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport; and (c) Dedicated Transport does include transport between a Verizon wire center or switch and Verizon's facilities collocated at a CLEC's premises. Notwithstanding the provisions herein, Dedicated Transport for purposes of interconnection and Dedicated Transport for reciprocal compensation purposes, and the Parties' obligations to provide such, are as set forth in the applicable provisions of the Agreement. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Declassified Network Elements described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. AT&T may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits on any single Route on which unbundled transport is otherwise available. Transmission paths between identical end points are considered on a single Route regardless of whether any intermediate interconnection points are included. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Declassified Network Element.

3.5.3 Dark Fiber Transport. On or after the Amendment Effective Date, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, and in accordance

with, but only to the extent required by, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51or other Applicable Law:

3.5.3.1 Upon AT&T's written request, Verizon shall provide AT&T with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of AT&T or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Declassified Network Element under the Amended Agreement.

3.6 Commingling, Conversions, and Combinations.

3.6.1 Commingling and Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the conditions set forth in the following Section 3.6.2, Verizon shall permit AT&T to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination as of October 2, 2003. Commingling is defined as set forth in FCC Rule 51.5. Verizon shall, upon request of AT&T, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that AT&T has obtained at wholesale from Verizon. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.6.2 below. Subject to Section 3.6.2.2, the rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to UNEs or Combinations or to the Declassified Network Elements as set forth in Exhibit A to this Amended Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required.

3.6.2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services. Unless modified by FCC action, including but not limited to a waiver issued by the FCC, or unless the Commission establishes different rules or requirements, AT&T and Verizon agree to comply with the requirements for use of UNEs as set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.

3.6.2.1 To the extent the service eligibility criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these criteria. AT&T may elect to self certify using a written or electronic request sent to Verizon. AT&T must remain in compliance with said service eligibility criteria for so long as AT&T continues to receive the aforementioned combined, converted, or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For circuits existing as of the

Amendment Effective Date, AT&T must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of Verizon's written request for such re-certification.

3.6.2.3. There will be no charges for conversion from wholesale to UNEs or UNE combinations.

3.6.2.3A Any substitution of UNEs for wholesale services shall be subject to all of the requirements of the Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following:

3.6.2.3A.1 When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of AT&T.

3.6.2.3A.2 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.

3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually. AT&T may request conversions of any existing service or group of services to UNEs by submitting a written or electronic request. Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from AT&T and recurring charges for UNEs set forth in Verizon's applicable tariffs shall apply as of such date, but in any event no earlier than October 2, 2003 as specified in TRO paragraph 589. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section.

3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.

3.6.2.6 **[INTENTIONALLY DELETED]**

3.6.2.7 Once per calendar year, Verizon may, pursuant to the terms and conditions of this section, obtain and pay for an independent auditor to audit AT&T's compliance in all material respects with the service eligibility criteria applicable to EELs. Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with Applicable Law. AT&T and the FCC shall each be given thirty (30) days' written notice of a scheduled audit. Any such audit shall be performed in accordance with the standards established

by the American Institute for Certified Public Accountants and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that AT&T failed to comply in all material respects with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then AT&T will take action to correct the noncompliance and true up any difference in payments and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm AT&T's compliance in all material respects with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then AT&T shall provide to the independent auditor a statement of AT&T's costs of complying with any requests of the independent auditor, and Verizon shall then reimburse AT&T for its costs within thirty (30) days after receiving AT&T's statement. AT&T shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit.

3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall make such routine network modifications in a nondiscriminatory fashion as are necessary to permit access by AT&T to the Loop (including Dark Fiber Loops), Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon need not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of AT&T. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable; adding an equipment case; adding a doubler or repeater; line conditioning; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber; accessing manholes; deploying bucket trucks to reach aerial cable; installing equipment casings; and routine activities, if any, needed to enable AT&T to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the construction of a new Loop.

3.8 Transitional Provisions for Declassified Network Elements.

In accordance with, but only to the extent required by 47 U.S.C. Sec. 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law, Verizon and AT&T will abide by the following transitional procedures with respect to Declassified Network Elements.

3.8.1 With respect to any Declassified Network Elements, Verizon will notify AT&T in writing as to any particular unbundled facility previously made available

to AT&T that is or becomes a Declassified Network Element, as defined herein ("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements. The notice shall include sufficient information to enable AT&T to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable AT&T to identify the Identified Facility, AT&T may, in writing, reject the notice and request additional information. For avoidance of any doubt, Identified Facilities can only include the following: OCn Loops; OCn transport; Dedicated Transport not provided for in Section 3.5 of this Amendment; DS3 Loops above two at a single customer location; DS3 transport facilities above twelve on a single Route; Packet Switching; Local Switching that serves capacities of DS1 and above; Feeder Subloop; and signaling, Call Related Databases (except for 911 and E911 databases) and shared transport, when not purchased with unbundled Local Switching.

3.8.2 For any Packet Switching or Feeder Subloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of 120 days from the date AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.8.3 For OCn Loops, OCn transport, Dedicated Transport not provided for in Section 3.5 of this Amendment; DS3 Loops above two at a single customer location, DS3 transport facilities above twelve on a single Route, Local Switching that serves capacities of DS1 and above, and Call-Related Databases and associated Signaling, and shared transport, when not purchased with unbundled Local Switching, that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.8.4 Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for such conversion.

3.9 Further Changes to Unbundling Obligations

Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 above, nothing contained in this Amendment is intended to waive either Party's right to incorporate any Commission decisions involving Mass Market Switching or Enterprise Switching and resulting from the Washington TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.

3.10 Hot Cut Performance Metrics and Remedies

The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions of the Agreement in accordance with Exhibit B annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit B. The agreed upon measures and remedies shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement.

In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit B annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 “Services” means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges, if any, for Services provided under this Amendment shall be those set forth herein.

1.3 Any additional charges for a Service under this Agreement shall be mutually agreed to by the Parties in writing.