



Wholesale Markets
600 Hidden Ridge
HQE03D40
Irving, TX 75038
(972) 718-1256

Memorandum

VIA DHL

TCG Seattle-WA : 5695

Date: 09/26/05

- | | |
|----------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Felicia Hudson (AZ, CA, NV) | <input type="checkbox"/> Patty Nelson (MI) HQE02F66 |
| <input type="checkbox"/> Laura Shine (CT, NY) | <input type="checkbox"/> Joe Foster (NC) |
| <input type="checkbox"/> Steve Bachman (DE, PAe, PAw) | <input type="checkbox"/> Dawn Czapla (NJ) |
| <input type="checkbox"/> Debbie Cullen (DC) | <input type="checkbox"/> Todd Colquitt (OH) |
| <input type="checkbox"/> Terry Scobie (FL) | <input type="checkbox"/> Stan Bugner (SC) |
| <input type="checkbox"/> Joel K. Matsunaga (HI) | <input type="checkbox"/> Emma Azarani (TX) |
| <input type="checkbox"/> Renee Willer (ID, OR) | <input type="checkbox"/> Margaret Haskell (VAe, VAw) |
| <input type="checkbox"/> Sarah Galioto (IL) | <input checked="" type="checkbox"/> Robert Millar (WA) |
| <input type="checkbox"/> Richard Armstrong (IN) | <input type="checkbox"/> Linda Herbst (WI) |
| <input type="checkbox"/> Bruce Beausejour (MA, ME, NH, RI, VT) | <input type="checkbox"/> Patricia Pulliam (WV) |
| <input type="checkbox"/> David A. Hill (MD) | |

SUBJECT: CONTRACT DOCUMENTS

Documents for Filing with State Regulatory Commission

- Certification Information (DE)
- Consent to File (DE)
- Copy of Document
- Joint Application/Petition (IL, MI)
- Notarized Affidavits (TX)
- Notarized Verification (IL)
- Original of Document (MI, TX, NV, AZ)
- Pick & Choose Adoption (to be filed as an amendment)
- SPCOA (TX)
- Statement in Support (IL)
- Underlying Agreement (IL interstate only)

For Your Information - Not to Be Filed

- Adoption in Virginia (VAe, VAw)
- Certification Information
- CLEC Contact Information
- CMRS Stipulation (excepting AZ, CA, NV)
- Wholesale Advantage Agreement (CA only)
- Email Notification (IL)
- LOA (NJ Resale)
- Soft copy modified (IL)
- VCIP
- No VCIP
- MI Joint Petition Signature Randy Vogelzang
(Hand Delivery: Graci Scott HQE02H40)

The enclosed executed document is for your action as indicated above.

An electronic copy of this document will be made available in the
TICTAC contract database at <http://interconnectionsvcs.verizon.com>.

If this document is for filing with the State Regulatory Commission, please notify Scott Miles (contract admin filing status@VZNotes) when you file the document and when the Commission approves it. If you have any questions specific to the terms of this document, please contact the negotiator listed in TICTAC.

Thank you!

:bsb

Verizon Contract Information Profile (VCIP)



CLEC/CMRS Carrier Legal Name

(Note: The legal name of each AT&T entity governed by this UNE Loop Rate and Resale Discount Amendment is listed in Attachment 1 of the amendment.)

AT&T Communications - CA, CT, DE, DC, FL, ID, IL, IN, ME, MD, MA, MI, NH, NJ, NY, NC, OH, OR, PA(e), PA(w), RI, SC, TX, VT, VA(e), VA(w), WA, WV, and WI

TCG - CA (separate ICAs for Los Angeles, San Diego and San Francisco), DE, DC, FL, IL, IN, MD, MA, MI, NH, NJ (Eastern TeleLogic), NJ (TC Systems, Inc.), NY, NC, OH, OR, PA(e) (Eastern TeleLogic), PA(e) (TCG Pittsburgh), PA(w), RI, TX, VA(e), VA(w), WA, WV, and WI

ACC National Telecom Corp. - DC, MA, and NY

State Certified? **N/A** Docket/Case# Commission Approval Date

Contract State: AZ to NY: OH to WV:

Contract Type **N/A-Amendment**

Service Type **Amendment**

Approving Attorney **Greg Romano and Jack White**

Amendment:

Amendment Type Other "Other" UNE Loop Rate and Resale Discount

Interstate Adoption:

State of Underlying Agreement

Contract Template Used Other If "Other" or "Adoption", list version used: **Non-Model UNE Loop Rate and Resale Discount amendment**

Contract Language Exceptions

1. The UNE Loop Rate and Resale Discount amendment applies to all effective AT&T, TCG and ACC local exchange carrier interconnection agreements. Please consult the text of the amendment for further details.

Pricing Template Used **Other**

Pricing Exceptions Please review the text of the amendment for details.

Critical Contract Terms

ISP Language	N/A	Change in Law	N/A
VFX	N/A	Assurance of Payment	N/A
Network Architecture	N/A	TRO Terms	N/A

Special Handling Instructions (if any) Documents have already been executed.

Customer Contact Information

Email Address of Contact to Obtain Signature

nelsonp@att.com

Contact to Receive Fully Executed Document

Peggy Nelson
 Senior Attorney - AT&T Law & Government Affairs
 679 Bluff Street
 Glencoe, IL 60022
 Phone: (847) 242-9374
 Fax: (832) 213-0208

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of September 1, 2005 (the "Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in Attachment 2 hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of

the Act) beyond those or replacing those set forth in Attachment 1 hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements 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 any of the Interconnection Agreements, this Amendment shall govern; *provided, however*, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection 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 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. 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 against either Party on the basis of authorship of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES

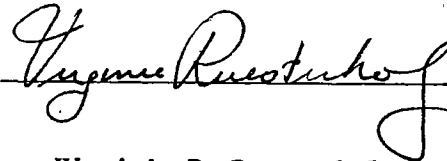
By: 

Printed: Stephen G. Huels

Title: Region Vice President

Date: August 31, 2005

THE VERIZON PARTIES

By: 

Printed: Virginia P. Ruesterholz

Title: President - Wholesale Markets

Date: September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 3
ACC INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and ACC NATIONAL TELECOM CORP.	Verizon New York Inc. ACC National Telecom Corp.	Effective 6/24/02	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp.	Effective 6/8/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
California	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE CALIFORNIA INCORPORATED, CONTEL OF CALIFORNIA, INC. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.	Verizon California Inc., f/k/a GTE California Incorporated AT&T Communications of California, Inc.	Effective 1/23/97	Amendment 8

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Connecticut (ACC assigned its Connecticut agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic – New York ACC Long Distance of Connecticut Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Delaware	AGREEMENT between Bell Atlantic – Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997	Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc. AT&T Communications of Delaware, Inc.	Effective 9/30/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

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AT&T INTERCONNECTION AGREEMENTS				
Florida	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc.	Effective 8/1/97	Amendment 5
AT&T INTERCONNECTION AGREEMENTS				
Idaho (AT&T adopted the terms of the Pathnet agreement)	Adopted Agreement: Interconnection, Resale and Unbundling Agreement Between GTE Northwest INCORPORATED and PATHNET, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated Pathnet, Inc. (AT&T Communications of the Mountain States, Inc., adoptee)	Adoption Effective 7/10/01	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Illinois	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Illinois, Inc.	Effective 6/28/99	Amendment 4

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AT&T INTERCONNECTION AGREEMENTS				
Indiana	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Indiana, Inc.	Effective 11/24/99	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Maine (ACC assigned its Maine agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - MAINE and ACC NATIONAL TELECOM CORP.	Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 4/7/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Maryland	AGREEMENT between Bell Atlantic - Maryland, Inc. and	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.	Effective 8/1/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T Communications of Maryland, Inc. Effective Date: August 1, 1997	AT&T Communications of Maryland, Inc.		
AT&T INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts AT&T Communications of New England, Inc.	Effective 4/13/98	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Michigan	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T Communications of Michigan, Inc.	Effective 8/3/99	Amendment 4

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Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p>New Hampshire (ACC assigned its New Hampshire agreement to AT&T)</p>	<p>Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p>Effective 6/10/98</p>	<p>Amendment 3</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>New Jersey (AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications of New Jersey, L.P.)</p>	<p>AGREEMENT between Bell Atlantic - New Jersey, Inc. and AT&T Communications of New Jersey, Inc. Effective Date: September 15, 1997</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. AT&T Communications of New Jersey, Inc. (AT&T Communications of New Jersey, L.P., assignee)</p>	<p>Effective 9/15/97</p>	<p>Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC.	Verizon New York Inc. AT&T Communications of New York, Inc.	Effective 6/24/02	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
North Carolina	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc.	Effective 2/9/99	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Ohio	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc.	Effective 12/30/98	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
Oregon	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3

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Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	<p align="center">RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.</p>	<p align="center">Inc., f/k/a GTE Northwest Incorporated</p> <p align="center">AT&T Communications of the Pacific Northwest, Inc.</p>	1/27/99	
AT&T INTERCONNECTION AGREEMENTS				
<p>Pennsylvania (former Bell Atlantic)</p> <p>(AT&T adopted the terms of the TCG agreement)</p>	<p>Adopted Agreement:</p> <p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of February 3, 1997</p> <p>by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH</p>	<p>Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.</p> <p>TCG - Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)</p>	<p>Adoption Effective 4/29/02</p>	<p>Amendment 2</p>
AT&T INTERCONNECTION AGREEMENTS				
<p>Pennsylvania (former GTE)</p>	<p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.</p>	<p>Verizon North Inc., f/k/a GTE North Incorporated</p> <p>AT&T Communications of Pennsylvania, Inc.</p>	<p>Effective 10/12/99</p>	<p>Amendment 4</p>

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Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Rhode Island (ACC assigned its Rhode Island agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a BELL ATLANTIC - RHODE ISLAND and ACC NATIONAL TELECOM CORP.	Verizon New England, Inc. d/b/a Verizon Rhode Island , f/k/a New England Telephone and Telegraph Company , d/b/a Bell Atlantic - Rhode Island ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 4/7/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
South Carolina	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc. , f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc.	Effective 7/14/00	Amendment 2
AT&T INTERCONNECTION AGREEMENTS				
Texas	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND	GTE Southwest Incorporated , d/b/a Verizon Southwest AT&T Communications	Effective 6/6/97	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.	of Texas, L.P., f/k/a AT&T Communications of the Southwest, Inc.		
AT&T INTERCONNECTION AGREEMENTS				
Vermont (ACC assigned its Vermont agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between BELL ATLANTIC - VERMONT and ACC NATIONAL TELECOM CORP.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Virginia (former Bell Atlantic)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. AT&T Communications of Virginia, Inc.	Effective 10/8/02	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Virginia (former GTE)	INTERCONNECTION, RESALE	Verizon South Inc.,	Effective 5/28/99	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	<p align="center">AND UNBUNDLING AGREEMENT between GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC.</p>	<p align="center">f/k/a GTE South Incorporated</p> <p align="center">AT&T Communications of Virginia, Inc.</p>		
AT&T INTERCONNECTION AGREEMENTS				
Washington	<p align="center">INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.</p>	<p align="center">Verizon Northwest Inc., f/k/a GTE Northwest Incorporated</p> <p align="center">AT&T Communications of the Pacific Northwest, Inc.</p>	<p align="center">Effective 9/25/97</p>	<p align="center">Amendment 3</p>
AT&T INTERCONNECTION AGREEMENTS				
Washington, DC	<p align="center">AGREEMENT between Bell Atlantic – Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997</p>	<p align="center">Verizon Washington, DC Inc., f/k/a Bell Atlantic – Washington, D.C., Inc.</p> <p align="center">AT&T Communications of Washington, DC, Inc.</p>	<p align="center">Effective 8/25/97</p>	<p align="center">Amendment 4</p>

Attachment 1 to Amendment to Interconnection Agreements

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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
West Virginia (AT&T adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 MCImetro/Bell Atlantic Interconnection Agreement between MCImetro Access Transmission Services, Inc. ("MCI") and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic – West Virginia, Inc. MCImetro Access Transmission Services, Inc. (AT&T Communications of West Virginia, Inc., adoptee)	Adoption Effective 2/10/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Wisconsin	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Wisconsin, Inc.	Effective 2/5/99	Amendment 2

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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
California (TCG Los Angeles adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group, Inc. Los Angeles, adoptee)	Adoption Effective 6/10/98	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
California (TCG San Diego adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group Inc., San Diego, adoptee)	Adoption Effective 6/10/98	Amendment 6

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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
California (TCG San Francisco adopted the terms of the MCImetro agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS TRANSMISSION SERVICES, INC.	Verizon California Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group, Inc. San Francisco, adoptee)	Adoption Effective 6/10/98	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
Delaware	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-DELAWARE, INC. and EASTERN TELELOGIC CORPORATION	Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 8

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Florida (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc. (TCG South Florida, adoptee)	Adoption Effective 3/6/98	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Illinois (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Illinois, Inc. (TCG Chicago and TCG Illinois, adoptee)	Adoption Effective 6/2/04	Amendment 2
TCG INTERCONNECTION AGREEMENTS				
Indiana (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND	Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North Systems AT&T	Adoption Effective 5/21/03	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
TCG INTERCONNECTION AGREEMENTS				
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. TCG - Maryland	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC-MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts Teleport Communications-Boston, Inc., f/k/a Teleport Communications Boston	Effective 10/29/97	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Michigan (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNICATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Michigan, Inc. (Teleport Communications Group Inc./TCG Detroit, adoptee)	Adoption Effective 11/24/99	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
New Hampshire (TCG adopted the terms of the AT&T agreement, originally)	Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England	Adoption Effective 6/18/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
assigned to AT&T by ACC)	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee, TCG New Hampshire, Inc., adoptee)		
TCG INTERCONNECTION AGREEMENTS				
New Jersey Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 5
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Teleport Communications New York,	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	by and between BELL ATLANTIC - NEW JERSEY, INC. and TC SYSTEMS, INC.	f/k/a TC Systems, Inc.		
TCG INTERCONNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and TELEPORT COMMUNICATIONS GROUP INC.	Verizon New York Inc., f/k/a New York Telephone Company Teleport Communications Group Inc.	Effective 6/24/02	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
North Carolina (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED	Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc. (TCG of the Carolinas, Inc., adoptee)	Adoption Effective 12/8/00	Amendment 2

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Ohio (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc. (TCG Ohio, Inc., adoptee)	Adoption Effective 6/2/04	Amendment 2
TCG INTERCONNECTION AGREEMENTS				
Oregon (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Oregon, adoptee)	Adoption Effective 4/23/99	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) TCG Pittsburgh	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Pittsburgh	Effective 2/3/97	Amendment 3
Pennsylvania (former Bell Atlantic) Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC- PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former GTE) (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc. (Teleport Communications Group Inc./TCG Pittsburgh and TCG Delaware Valley, Inc., adoptees)	Adoption Effective 1/26/00	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Rhode Island	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island TCG Rhode Island	Effective 4/21/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Texas</p> <p>(TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement:</p> <p align="center">INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT</p> <p align="center">between</p> <p align="center">GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC.</p> <p align="center">and</p> <p align="center">AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.</p>	<p>GTE Southwest Incorporated, d/b/a Verizon Southwest</p> <p align="center">AT&T Communications of the Southwest, Inc. (TCG Dallas and Teleport Communications Houston, Inc., adoptee)</p>	<p>Adoption Effective 2/20/98</p>	<p align="center">Amendment 3</p>
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Virginia (former Bell Atlantic)</p>	<p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p align="center">Dated as of October 8, 2002</p> <p align="center">by and between</p> <p align="center">VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.</p>	<p>Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.</p> <p>TCG Virginia, Inc.</p>	<p>Effective 10/8/02</p>	<p align="center">Amendment 3</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Virginia (former GTE)</p> <p>(TCG adopted the terms of the MCI Worldcom agreement)</p>	<p>Adopted Agreement:</p> <p>Interim Virginia Co-Carrier Agreement between MFS Intelenet of Virginia, Inc. and GTE South Incorporated</p>	<p>Verizon South Inc., f/k/a GTE South Incorporated</p> <p>MCI WORLDCOM Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee)</p>	<p>Adoption Effective 7/22/97</p>	<p>Amendment 2</p>
TCG INTERCONNECTION AGREEMENTS				
<p align="center">Washington</p> <p>(TCG adopted the terms of the AT&T agreement)</p>	<p>Adopted Agreement:</p> <p>INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.</p>	<p>Verizon Northwest Inc., f/k/a GTE Northwest Incorporated</p> <p>AT&T Communications of the Pacific Northwest, Inc. (TCG Seattle, adoptee)</p>	<p>Adoption Effective 4/21/99</p>	<p>Amendment 2</p>

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3 1997 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and TELEPORT COMMUNICATIONS - WASHINGTON, D.C., INC.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. Teleport Communications - Washington, D.C., Inc.	Effective 2/3/97	Amendment 5
TCG INTERCONNECTION AGREEMENTS				
West Virginia (TCG adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 Agreement between MCImetro Access Transmission Services, Inc. and Bell Atlantic- West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)	Adoption Effective 6/15/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Wisconsin (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF WISCONSIN, INC. and GTE NORTH INCORPORATED	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Wisconsin, Inc. (TCG Milwaukee, Inc., adoptee)	Adoption Effective 11/24/03	Amendment 2

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$30.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$30.00/Month

Unbundled Loops – California

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$21.87/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$21.87/Month

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1B - \$11.31/Month
ISDN BRI Loop	<u>Density Cell:</u> 1B - \$16.70/Month
Customer Specified Signaling - 2-Wire Ground Start	<u>Density Cell:</u> 1B - \$14.21/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire EBS	1B - \$27.47/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1B - \$11.31/Month
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Unbundled Loops – District of Columbia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$17.52/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$17.52/Month

Unbundled Loops – Delaware

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$13.13/Month 3 - \$16.67/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$13.13/Month 3 - \$16.67/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.68/Month 2 - \$14.70/Month 3 - \$18.21/Month

Unbundled Loops – Florida

Service or Element Description:	Recurring Charges:
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month

Unbundled Loops – Idaho

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$45.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$45.00/Month

Unbundled Loops – Illinois

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$24.04/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$24.04/Month

Unbundled Loops – Indiana

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month
2 Wire Digital Loop	<u>Density Cell:</u> All - \$14.63/Month

Unbundled Loops – Massachusetts

Service or Element Description:	Recurring Charges:
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$13.30/Month 2 - \$12.93/Month 3 - \$17.96/Month 4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month

Unbundled Loops – Maryland

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
ISDN BRI Loop	<u>Rate Group</u> A1 - \$12.38/Month A2 - \$12.62/Month B1 - \$24.20/Month B2 - \$16.73/Month

Customer Specified Signaling - 2-Wire	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire HDSL Loop	<u>Rate Group</u> A1 - \$26.62/Month A2 - \$27.27/Month B1 - \$50.22/Month B2 - \$35.35/Month

Unbundled Loops – Maine

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$21.81/Month 2 - \$25.73/Month 3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month

Unbundled Loops – Michigan

Service or Element Description:	Recurring Charges:
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2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$23.98/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$23.98/Month

Unbundled Loops – Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$27.41/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$27.41/Month
2-Wire Channelized Additional Cost of Unbundling	<u>Density Cell:</u> 1 - \$12.45/Month
ISDN-BRI Loop	<u>Density Cell</u> 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of Unbundling	<u>Density Cell:</u> 1 - \$36.50/Month
ADSL High Capacity Loop	<u>Density Cell:</u> 1 - \$75.22/Month

Unbundled Loops – New Hampshire

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$31.63/Month 2 - \$33.41/Month 3 - \$63.74/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month

Unbundled Loops – New Jersey

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$12.13/Month 2 - \$13.74/Month 3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

Unbundled Loops – New York

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

ISDN BRI Loop	<u>Density Cell:</u> 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	<u>Density Cell:</u> 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$19.68/Month 2 - \$38.12/Month 3 - \$49.31/Month
ISDN-BRI Loop	<u>Density Cell:</u> 1 - \$42.92/Month 2 - \$83.13/Month 3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	<u>Density Cell</u> 1 - \$54.02/Month 2 - \$104.62/Month 3 - \$135.31/Month

2 Wire HDSL Loop	<u>Density Cell:</u> 1 - \$60.39/Month 2 - \$116.97/Month 3 - \$151.28/Month
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Unbundled Loops – Ohio

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$15.73/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$15.73/Month

Unbundled Loops – Oregon

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$13.90/Month 4 - \$23.66/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$13.54/Month 2 - \$16.26/Month 3 - \$19.36/Month 4 - \$28.11/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 3 - \$12.39/Month 4 - \$22.39/Month
2 Wire Digital Loop	<u>Density Cell:</u> 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops – Rhode Island

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$24.92/Month 2 - \$31.74/Month 3 - \$28.73/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
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Unbundled Loops – South Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$18.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$18.00/Month

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month

Unbundled Loops – Virginia (Verizon Virginia Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$14.15/Month 2 - \$17.09/Month 3 - \$30.42/Month

Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month

Unbundled Loops - Virginia (Verizon South Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month

Unbundled Loops – Vermont

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	<u>Density Cell:</u> 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
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Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.96/Month 2 - \$16.74/Month 3 - \$20.11/Month 4 - \$23.36/Month 5 - \$49.85/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$14.96/Month 2 - \$16.74/Month 3 - \$20.11/Month 4 - \$23.36/Month 5 - \$49.85/Month *Digital loop rates not specifically enumerated in tariff, but equal Analog

Unbundled Loops – Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$32.00/Month
2 Wire Digital Loop	<u>Density Cell:</u> 1 - \$32.00/Month

Unbundled Loops – West Virginia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

ISDN BRI Loop	<u>Density Cell:</u> 1 - \$16.66/Month 2 - \$24.20/Month 3 - \$37.16/Month 4 - \$45.60/Month
Customer Specified Signaling - 2-Wire	<u>Density Cell:</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	<u>Density Cell:</u> 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	With Operator & DA		Without Operator & DA	
	Business	Residence	Business	Residence
Connecticut	19.10%	19.10%	21.70%	21.70%
Delaware	16.00%	16.00%	20.00%	20.00%
District of Col.	12.72%	12.72%	14.79%	14.79%
Maine	23.76%	19.80%	25.74%	23.03%
Maryland	19.87%*	19.87%*	19.87%	19.87%
Massachusetts	24.99%	24.99%	29.47%	29.47%
New Hampshire	18.78%	17.30%	20.25%	19.04%
New Jersey	17.04%	17.04%	20.03%	20.03%
New York	19.10%	19.10%	21.70%	21.70%
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%
Rhode Island	14.26%	17.87%	16.38%	18.82%
Vermont	26.01%	18.20%	27.66%	20.43%
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%
West Virginia	15.05%	15.05%	17.84%	17.84%

* In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

** Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA
Arizona	14.50%	14.50%
California	12.00%	12.00%
Florida	13.04%	13.04%
Idaho	13.50%	13.50%
Illinois	17.50%	17.50%
Indiana	19.58%	22.30%
Michigan	15.80%	16.76%
North Carolina	19.97%	19.97%
Nevada	16.00%	16.00%
Ohio	12.16%	16.41%
Oregon	17.00%	17.00%
Pennsylvania – Verizon North Inc.	22.80%	22.80%
South Carolina	18.66%	18.66%
Texas	22.99%	22.99%
Virginia – Verizon South Inc.	20.60%	23.40%
Washington	10.10%*	10.10%*
Wisconsin	18.45%	18.45%

* In WA, OS&DA services discounted at 0.6%