

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement"), is made and entered into as of November 21st, 2007, by and among AT&T Corp., on behalf of its affiliates, including the entities listed on the attached Schedule A, subsidiaries, successors, and predecessors (collectively "AT&T"), on the one hand, and Qwest Communications Corporation ("QCC") and Qwest Corporation ("QC"), and each of their affiliates and subsidiaries, successors, and predecessors (collectively, "Qwest"), on the other hand. AT&T and Qwest may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, AT&T brought the following actions against QC:

In Idaho, AT&T Communications of the Mountain States, Inc. v. Qwest Corporation, before the Idaho Public Utilities Commission, Case No. QWE-T-06-17, and AT&T Communications of the Mountain States, Inc. v. Qwest Corporation, before the District Court for the Fourth District of the State of Idaho, removed to the United States District Court for the District of Idaho, Case No. 07-CV-00272-MHW (collectively, the "Idaho Cases");

In Iowa, AT&T Communications of the Midwest, Inc., and TCG Iowa, Inc. v. Qwest Corporation, before the Iowa Utilities Board, Docket No. FCU-06-51, and AT&T Communications of the Midwest, Inc. v. Qwest Corporation, before the Iowa District Court for Polk County, removed to the United States District Court for the Southern District of Iowa, Case No. 06-446, (collectively the "Iowa Cases");

In Minnesota, AT&T Communications of the Midwest, Inc. v. Qwest Corporation, before the District Court of the State of Minnesota for the Fourth District, Hennepin County, removed to the United States District Court for the District of Minnesota, Case No. 06

Civ. 3786 (MJD/SRN), on appeal to the United States Court of Appeals for the Eighth Circuit, Case No. 07-2810 (the "Minnesota Case");

In Nebraska, AT&T Communications of the Midwest, Inc. v. Qwest Corporation, before the District Court for the State of Nebraska, Fourth Judicial District, removed to the United States District Court for the District of Nebraska, Case No. 8:06-cv-00625-LES-TDT, on appeal to the United States Court of Appeals for the Eighth Circuit, No. 07-1735 (the "Nebraska Case");

In Oregon, AT&T Communications of the Pacific Northwest, Inc. v. Qwest Corporation, before the Public Utility Commission of Oregon, Agency No. 1232, on appeal to the Court of Appeals for the State of Oregon, Case No. A133700, and AT&T Communications of the Pacific Northwest, Inc. v. Qwest Corporation, before the Circuit Court for the State of Oregon, County of Multnomah, Case No. 0607-07247 (collectively the "Oregon Cases");

In South Dakota, AT&T Communications of the Midwest, Inc. v. Qwest Corporation, before the Circuit Court for the State of South Dakota, Sixth Judicial District for the County of Hughes, removed to the United States District Court for the District of South Dakota, Civ. No. 07-3004, on appeal to the United States Court of Appeals for the Eighth Circuit, No. 07-2596 (the "South Dakota Case");

In Utah, AT&T Communications of the Mountain States, Inc. v. Qwest Corporation, before the Third Judicial District Court for Salt Lake County, State of Utah, removed to the United States District Court for the District of Utah, Case No. 2:06-cv-00783-DS, on appeal to the United States Court of Appeals for the Tenth Circuit, No. 07-4122 (the "Utah Case");

In Washington, AT&T Communications of the Pacific Northwest, Inc. v. Qwest Corporation, before the Washington Utilities and Transportation Commission, Docket No. UT-051682, and AT&T Communications of the Pacific Northwest, Inc. v. Qwest Corporation, before the Superior Court for the State of Washington, King County, Case No. 06-2-18625-7SEA (the "Washington Cases"); and,

In Wyoming, AT&T Communications of the Mountain States, Inc. v. Qwest Corporation, before the District Court for the State of Wyoming, First Judicial District, County of Laramie, removed to the United States District Court for the District of Wyoming, Civil Action No. 06-CV232-D, on appeal to the United States Court of Appeals for the Tenth Circuit (the "Wyoming Case").

Collectively, the Idaho Cases, the Iowa Cases, the Minnesota Case, the Nebraska Case, the Oregon Cases, the South Dakota Case, the Utah Case, the Washington Cases, and the Wyoming Case shall be referred to as the "AT&T Unfiled Agreements Cases."

WHEREAS, in the AT&T Unfiled Agreements Cases, AT&T has alleged against QC, in summary and incorporating all pleadings filed in each of those cases by reference, that QC provided local, intrastate, and interstate telecommunications services, interconnection and facilities to other carriers at rates, terms or conditions through agreements that were not filed with the applicable state commissions for review and approval or that were not otherwise made available or provided to AT&T at such rates, terms or conditions pursuant to interconnection agreements between the parties or as otherwise allegedly required by state and federal statutory and common law; claims asserted by AT&T include, by way of example and without limitation, breach of contract, breach of covenant of good faith and fair dealing, violation of anti-discrimination and anti-preference laws, violation of state and federal filing obligations, violation

of anti-discriminatory restrictions, violation of laws prohibiting unreasonable rates, violation of antitrust and competition laws, fraud, promissory estoppel, for punitive and treble damages, and other related claims;

WHEREAS, state utility commissions in Arizona, Colorado, Idaho, Iowa, Minnesota, New Mexico, South Dakota, Oregon, Washington, and Wyoming, as well as the Federal Communications Commission (“FCC”), conducted or are conducting investigations and enforcement dockets from 2002 through the execution date of this Settlement Agreement and beyond regarding agreements that Qwest had entered into with carriers and whether Qwest had violated Sections 251 and 252 of the Telecommunications Act of 1996, other federal laws, and state laws (the “State and Federal Commission Enforcement Dockets”);

WHEREAS, AT&T, in state and FCC proceedings related to Qwest’s applications under Section 271 of the Telecommunications Act, raised issues related to alleged arrangements between Qwest and carriers that AT&T claimed violated Sections 251 and 252 of the Telecommunications Act and argued that these matters provided a reason for denying such applications (the “Section 271 Dockets”);

WHEREAS, QC brought an action captioned as Qwest Corporation v. AT&T Corp. and AT&T Communications, Inc., Civil Action No. 03-cv-2084-PSF-CBS, in which AT&T brought counterclaims relating to the AT&T Unfiled Agreements Cases (the “Qwest – AT&T Colorado Litigation”);

WHEREAS, Qwest and AT&T entered into a stipulation and order dismissing the Qwest — AT&T Colorado Litigation with prejudice on June 28, 2007 and a settlement agreement by which AT&T preserved certain claims related to the AT&T Unfiled Agreements Cases (the “Without Prejudice Claims”);

WHEREAS, the Parties are settling and releasing all claims that have been or could be brought by AT&T in any jurisdiction regarding the claims brought in the AT&T Unfiled Agreements Cases, the Without Prejudice Claims and the claims that have been or could be brought by AT&T in any forum based upon any of the agreements, conduct, or omissions that were the subjects of the State and Federal Commission Enforcement Dockets and the Section 271 Dockets (collectively, these claims are referred to as the “AT&T Unfiled Agreements Claims”);

WHEREAS, QCC brought an action captioned as Qwest Communications Corporation v. AT&T Corp., in the District Court for the State of Minnesota, Fourth Judicial District for Hennepin County, Case No. 27 CV 07-2014, on appeal to the Court of Appeals for the State of Minnesota, Case No. A07-1953 (the “CLEC Switched Access Agreements Case”);

WHEREAS, in the CLEC Switched Access Agreements Case, QCC has alleged against AT&T, in summary and incorporating all pleadings filed in this case by reference, (1) that AT&T entered into agreements with various CLECs that granted AT&T certain rates, terms and conditions that are different from certain rates, terms and conditions in the CLECs’ intrastate switched access tariffs that were effective in Minnesota and 34 other states, and (2) that AT&T’s competitive local exchange carriers (“AT&T CLECs”) entered into agreements with Verizon or MCI carrier entities that granted certain rates, terms and conditions that are different from certain rates, terms and conditions in the AT&T CLECs’ tariffs. Claims asserted by Qwest against AT&T included violations of tariffs and related state law requirements, misrepresentation, omission, fraud, conspiracy to violate tariff requirements, aiding and abetting violations of tariffing requirements, and declaratory and injunctive relief (collectively, these claims are referred to as the “Qwest CLEC Switched Access Agreements Claims”);

WHEREAS, on August 13, 2007, the Court granted AT&T's Motion to Dismiss in the CLEC Switched Access Agreements Case, but without prejudice as to the claims pertaining to all states but Minnesota;

WHEREAS, on October 11, 2007, QCC filed a Notice of Appeal of the dismissal of the CLEC Switched Access Agreements Case; and

WHEREAS, the Parties are settling and releasing all claims that have been or could be brought by Qwest in any jurisdiction regarding the claims in the CLEC Switched Access Agreements Case, including without limitation the Qwest CLEC Switched Access Agreements Claims.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, do hereby voluntarily and freely agree, after consultation with counsel of their own choosing, to the following terms and conditions:

1. Settlement Amount. In consideration for the promises set forth herein, Qwest will pay AT&T the amount of **REDACTED** (the "Settlement Amount"). This sum shall be paid by Qwest by wire transfer to an account designated in writing by AT&T within fifteen (15) business days after completion of the following conditions: (a) the entry of a final order of the Washington Utilities and Transportation Commission in Docket No. UT-051682 dismissing AT&T's complaint with prejudice and approving this Settlement Agreement without modification, or approving this Settlement Agreement as modified by Commission-imposed conditions accepted by the Parties; (b) the entry of a final order of the Idaho Public Utilities Commission in Case No. QWE-T-06-17 dismissing AT&T's complaint with prejudice and, to the extent required, approving this Settlement Agreement without

modification, or approving this Settlement Agreement as modified by Commission-imposed conditions accepted by the Parties; (c) delivery to Qwest of a fully executed copy of this Settlement Agreement signed by authorized representatives of the Parties; (d) provision by AT&T of adequate wiring instructions; and (e) provision by AT&T of a completed W-9 form.

2. Releases.

(A) Qwest, on behalf of itself, its affiliates, its subsidiaries and divisions, and each of their respective past, present, and future employees, officers, directors, attorneys, representatives, predecessors, successors and permitted assigns, absolutely, unconditionally, completely, forever and without reservation, hereby irrevocably releases, acquits, remises, and forever discharges AT&T of and from any and all manner of claims, counterclaims, costs, expenses, demands, rights, liabilities, damages, potential actions, causes of action, suits, judgments, decrees, controversies and the like, of any kind and nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, at law, in equity, or otherwise, which Qwest has or ever had against AT&T before any and all courts, any and all state or federal agencies, or any other forum, all without regard to whether Qwest has asserted or brought such claims before any such court, state or federal agency, or any other forum, in connection with or relating to the CLEC Switched Access Agreements Case and the Qwest CLEC Switched Access Agreements Claims, including without limitation any claims Qwest has or had with respect to all 50 states and with respect to interstate and intrastate switched access services, all without regard to whether Qwest has plead such claims, subject to paragraphs 3 and 4, below.

(B) AT&T, on behalf of itself, its affiliates, its subsidiaries and divisions, and each of their respective past, present, and future employees, officers, directors, attorneys, representatives,

predecessors, successors and permitted assigns, absolutely, unconditionally, completely, forever and without reservation, hereby irrevocably releases, acquits, remises, and forever discharges Qwest from any and all manner of claims, counterclaims, costs, expenses, demands, rights, liabilities, damages, potential actions, causes of action, suits, judgments, decrees, controversies and the like, of any kind and nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, at law, in equity, or otherwise, which AT&T has or ever had against Qwest before any and all courts, any and all state or federal agencies, or any other forum, all without regard to whether AT&T has asserted or brought such claims before any such court, state or federal agency, or any other forum, in connection with or relating to the AT&T Unfiled Agreements Cases, the Qwest – AT&T Colorado Litigation and the AT&T Unfiled Agreements Claims, or upon any of the agreements, conduct, or omissions that were or are the subject of these Cases or of the State and Federal Commission Enforcement Dockets and the Section 271 Dockets, and shall include any interconnection matter, facility, interstate service, or the intrastate or local service in or of any state relating to the agreements at issue, and shall include all remedies based upon any interconnection matter, facility, interstate service, or the intrastate or local service in or of any state relating to the agreements at issue, including without limitation any claims AT&T has or had with respect to all 50 states and with respect to interstate and intrastate switched access services relating to the agreements at issue, all without regard to whether AT&T has plead such claims or requested such remedies.

3.

REDACTED

REDACTED

4.

REDACTED

5. Claims Relating to Future Agreements. By entering into this Settlement Agreement, neither AT&T nor Qwest waive any rights to pursue claims against each other arising out of or related to agreements of the types that are the subjects of the AT&T Unfiled Agreements Cases or the CLEC Switched Access Agreements Case that are entered into after the date of each party's respective execution of this Settlement Agreement.

6.

REDACTED

7. Consideration from AT&T to Qwest. None of the consideration from AT&T to Qwest in this Settlement Agreement pertains to or is attributable to any damages or injuries that Qwest

may have suffered or will suffer as a result of the agreements, conduct, or omissions of CLECs (other than AT&T's CLECs) and such CLECs' direct or indirect provision of discounts off of tariffed switched access charges to AT&T or other interexchange carriers, and there are no third-party beneficiaries to this Settlement Agreement. Any monetary consideration exchanged between the Parties pursuant to this Settlement Agreement addresses and relates to conduct or events that pre-date this Settlement Agreement and does not provide compensation for any service or facility provided by either Party that post-dates this Settlement Agreement.

8. Commission Approvals, Stipulations to Stay Pending Cases, and Dismissals.

(A) Within five (5) business days of the full execution of this Settlement Agreement, the Parties will file a joint motion to dismiss with prejudice Docket No. UT-051682 before the Washington Utilities and Transportation Commission and to approve this Settlement Agreement without modification. The Parties shall request expedited and summary review and in good faith will cooperate to comply with the rules and procedures of the Washington Utilities and Transportation Commission governing dismissals of complaints and approvals of settlement agreements.

(B) Within five (5) business days of the full execution of this Settlement Agreement, the Parties will file a joint motion to dismiss with prejudice Case No. QWE-T-06-17 before the Idaho Public Utilities Commission and, if necessary, to approve this Settlement Agreement without modification. The Parties shall request expedited and summary review and in good faith will cooperate to comply with the rules and procedures of the Idaho Public Utilities Commission governing dismissals of complaints and approvals of settlement agreements.

(C) If either the Washington or Idaho Commission issues an order modifying or imposing modifications or conditions upon approval of the Settlement Agreement, either Party or

both Parties may first seek reconsideration or review of that order. Otherwise the Parties shall negotiate in good faith, for a period of at least thirty (30) days following issuance of such an order, (i) modifications to the Settlement Agreement to address such conditions and (ii) re-submission of a modified Settlement Agreement for the Commission's approval. At any time after such 30 day negotiation period, if no modified Agreement has been filed for Commission approval as discussed above, either Party may provide the other Party with written notice that it has elected to withdraw from the Settlement Agreement and the entire Settlement Agreement will be rendered void. A final order of either the Washington or Idaho Commission rejecting the Settlement Agreement, without the ability of the Parties to modify the Settlement Agreement to satisfy any Commission-imposed conditions, will render the Settlement Agreement void.

(D) Within five (5) business days of the full execution of this Settlement Agreement, the Parties will file joint motions to stay all pending proceedings in the appeal of the CLEC Switched Access Agreements Case and in the AT&T Unfiled Agreements Cases, with the exception of Docket No. UT-051682 before the Washington Utilities and Transportation Commission and Case No. QWE-T-06-17 before the Idaho Public Utilities Commission. The joint motions to stay will request a stay until the Washington and Idaho Commissions have approved the Settlement Agreement, after which the Parties will move to dismiss all pending AT&T Unfiled Agreements Cases as described in this Paragraph 8(D), or until either the Washington or Idaho Commission has issued an order rejecting the Settlement Agreement or approving the Settlement Agreement with conditions and a Party has withdrawn from the Settlement Agreement pursuant to Paragraph 8(C).

Within five (5) business days following the payment of the Settlement Amount, Qwest and AT&T will execute appropriate pleadings to dismiss or withdraw, as appropriate, the AT&T

Unfiled Agreements Cases and the appeal in the CLEC Switched Access Agreements Case, all with prejudice and without costs.

9. Confidentiality.

(A) The Parties acknowledge that confidentiality is a material term of this Settlement Agreement. Hence, the terms, conditions, and substance of this Settlement Agreement are confidential and may not be disclosed to anyone other than officers, directors and employees of the Parties or counsel to the Parties with a need to know, except in an action to enforce this Settlement Agreement or as otherwise required by law or the rules of an applicable stock market or exchange or as set forth in Paragraph 9(C) of this Settlement Agreement.

(B) The Parties further agree that they will not disclose or discuss, directly or indirectly, to or with any other person or entity, this Settlement Agreement. If questioned regarding this Settlement Agreement by any person or entity with respect to whom or which the following exceptions to confidentiality do not apply, the Parties may give the following response:

“The Parties have satisfactorily resolved their disputes, and the terms of the resolution are confidential.”

(C) Nothing in this Section 9 shall preclude either Party from responding to compulsory process from any government agency, or from complying with any lawfully issued subpoena, court order, or other legal or regulatory filing process, including the approval processes of the Idaho and Washington Commissions pursuant to Section 8 of this Settlement Agreement, or from participating in any proceeding relating to conduct occurring exclusively after the execution of this Settlement Agreement. Any Party that is thus required by law to disclose or discuss either the terms, conditions, or substance of this Settlement Agreement shall first notify the other Party, so that the other Party may seek a protective order or other

reasonable arrangement to protect from disclosure or discussion the nature of the terms, conditions, or substance of this Settlement Agreement. The Parties may disclose the terms, conditions, or substance of this Settlement Agreement to the minimum extent either Party reasonably deems such disclosure necessary under applicable federal or state securities laws, regulations, or policies in connection with the status of the Party or an affiliate of the Party as a public company and with transactions involving the offering of securities of the Party or its affiliates.

10. Notices. All notices, requests or other communications in connection with or relating to this Settlement Agreement must be in writing and sent by (a) certified mail, with return receipt requested, (b) Federal Express or other overnight service, or (c) by facsimile and regular mail. A notice shall be deemed to have been delivered on the date that it is received.

Qwest will send all notices under this Settlement Agreement to:

Stephen G. Huels
Vice President and General Manager, National Access Management
AT&T Corp.
225 West Randolph
Office # 17A180
Chicago, IL 60606
Fax: (312) 230-8886

with a copy to:

Brian W. Moore
General Attorney
One AT&T Way
Room 3A205
Bedminster, NJ 07921
Fax: (908) 532-1281

AT&T will send all notices under this Settlement Agreement to:

Steven Q. Hansen
Vice President – Carrier Relations
Qwest Corporation

Suite 2400
1801 California Street
Denver, Colorado 80202
Fax: (303) 896-8887

with a copy to:

Wholesale Legal Representative
Qwest Corporation
Suite 1000
1801 California Street
Denver, Colorado 80202
Fax: (303) 383-8553

11. No Admission of Liability. This Settlement Agreement is a compromise of disputed claims, and nothing contained herein shall constitute any adjudication or finding on the merits as to the claims of any Party or shall be construed as an admission of liability or acknowledgement of any fact, allegation, or claim that has been or could have been made concerning the Party in question. Moreover, this Settlement Agreement shall not be construed as, or deemed to be evidence of, any admission or concession of fault, error, omission, or other ground for liability on the part of any Party, and all Parties specifically deny any fault, error, omission or other ground for liability.

12. Legal Counsel. The Parties declare and represent that this Settlement Agreement has been entered into voluntarily, that they have read this Settlement Agreement in full, and that the ramifications of this Settlement Agreement have been explained fully to them by their respective counsel.

13. Fees and Costs. Each of the Parties to this Settlement Agreement shall bear all of its own costs, expenses, and legal fees incurred in connection with this Settlement Agreement.

14. Modification and Assignment. This Settlement Agreement may not be modified, assigned, or transferred, except with the written consent of all Parties.

15. No Inducements. The Parties declare and represent that no promises, inducements, or agreements not herein expressed have been made to the Parties with respect to the subject matter of this Settlement Agreement, that this Settlement Agreement contains the entire agreement between the Parties with respect to the subject matter of this Settlement Agreement, and that the terms of this Settlement Agreement are contractual and not a mere recital.

16. Authorization. Each person executing this Settlement Agreement represents and warrants that he or she has authority to so execute it, and each Party hereby waives any claim that its signatory was not so authorized. Each of the Parties to this Settlement Agreement further represents and warrants that it is duly constituted under applicable state laws, that it is validly existing and in good standing under applicable state laws, that it has all requisite corporate power and authority to execute and deliver this Settlement Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Settlement Agreement by it will not result in any violation or be in conflict with its certificate of incorporation, bylaws or of any agreement, order, judgment, decree, statute, rule or regulation applicable to it.

17. Ownership of Claims. Each of the Parties to this Settlement Agreement represents that it has not assigned or transferred, in any manner, to any person or entity, any right or interest to which they may be entitled regarding the AT&T Unfiled Agreements Cases, the AT&T Unfiled Agreements Claims, the CLEC Switched Access Case and the Qwest CLEC Switched Access Agreement Claims. Each Party represents and warrants that it is the owner and holder of all rights and interests concerning the subject matter of this Settlement Agreement.

18. Governing Law. This Settlement Agreement shall be construed in accordance with, and be governed by the laws of, the State of New York without regard to its conflicts of law principles.

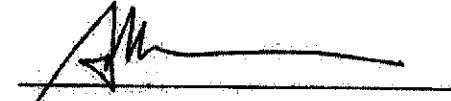
19. Counterparts and Facsimile Signatures. This Settlement Agreement may be executed in counterparts which, taken together, shall constitute one and the same agreement. A facsimile signature will be as valid as an original signature for all purposes relevant to this Settlement Agreement.

20. Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective employees, agents, partners, shareholders, officers, directors, subsidiaries, affiliates, parent corporations, successors and assigns.

21. Continuing Effect. The invalidity, illegality or unenforceability of any provision or part of any provision of this Settlement Agreement under any law shall not affect the other provisions or parts of this Settlement Agreement, which shall remain in full force and effect.

22. Entire Agreement. This Settlement Agreement constitutes the sole, only, entire and complete agreement of the Parties, and there are no oral or written collateral agreements, relating in any way to the settlement of the AT&T Unfiled Agreements Cases, the AT&T Unfiled Agreements Claims, the Qwest CLEC Switched Access Case and the Qwest CLEC Switched Access Agreements Claims. All prior discussions and negotiations relating to this Settlement Agreement are merged with, integrated into, and superseded by this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement
effective as of the date first written above.

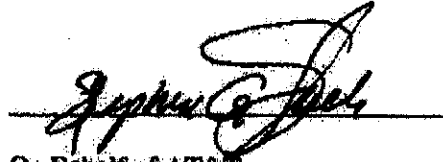


On Behalf of Qwest

By: STEVEN HANSEN

Title: VP - WHOLESALE

Date: 4/24/07



On Behalf of AT&T

By: Stephen G. Hall

Title: VP/GM - National Access Management

Date: 11/20/07

SCHEDULE A

Alascom, Inc.
AT&T Communications of California, Inc.
AT&T Communications of Delaware, LLC
AT&T Communications of Hawaii, Inc.
AT&T Communications of Illinois, Inc.
AT&T Communications of Indiana, G.P.
AT&T Communication of Maryland, LLC
AT&T Communications of Michigan, Inc.
AT&T Communications of the Midwest, Inc.
AT&T Communications of the Mountain States, Inc.
AT&T Communications of Nevada, Inc.
AT&T Communications of New England, Inc. *
AT&T Communications of New York, Inc.
AT&T Communications of NJ, LP
AT&T Communications of Ohio, Inc.
AT&T Communications of the Pacific Northwest, Inc.
AT&T Communications of Pennsylvania, LLC
AT&T Communications of the South Central States, LLC
AT&T Communications of the Southern States, LLC
AT&T Communications of the Southwest, Inc.
AT&T Communications of Texas, Inc.**
AT&T Communications of Virginia, LLC
AT&T Communications of West Virginia, Inc.
AT&T Communications of Washington, D.C., LLC
AT&T Communications of Wisconsin, LP

TCG Chicago
TCG Colorado
TCG Connecticut
TCG Dallas
TCG Delaware Valley, Inc.
TCG Detroit
TCG Illinois
TCG Indianapolis
TCG Kansas City, Inc.
TCG Los Angeles, Inc.
TCG Maryland
TCG Midsouth, Inc.
TCG Milwaukee, Inc.
TCG Minnesota, Inc.
TCG Ohio
TCG Omaha

TCG Oregon
TCG Phoenix
TCG Pittsburgh
TCG Rhode Island
TCG St. Louis
TCG San Diego
TCG San Francisco
TCG Seattle
TCG South Florida
TCG Utah
TCG Virginia, Inc.
Teleport Communications Atlanta, Inc.
Teleport Communications Boston, Inc.
Teleport Communications Group Inc.
Teleport Communications Houston, Inc.
Teleport Communications New York
Teleport Communications – Washington DC, Inc.
TC Systems, Inc.
TCG Joint Venture Holdings Inc. dba TCG Oregon
TCG of the Carolinas, Inc.

*AT&T Communications of New England, Inc. merged into AT&T Corp. in November 2007

**AT&T Communications of Texas, L.P. merged into AT&T Communications of Texas, Inc. in June 2007.