

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

Memorandum

VIA DHL

AT&T Communications of the Pacific Northwest Inc.-WA: 4748

Date: 09/26/05		
Felicia Hudson (Laura Shine (CT Steve Bachman Debbie Cullen (I Terry Scobie (F) Joel K. Matsuna Renee Willer (ID Sarah Galioto (II Richard Armstro Bruce Beausejou David A. Hill (ME	, NY) (DE, PAe, PAw) (DE) (DE) (DE) (DE) (DE) (DE) (DE) (DE	Patty Nelson (MI) HQE02F66 Joe Foster (NC) Dawn Czapla (NJ) Todd Colquitt (OH) Stan Bugner (SC) Emma Azarani (TX) Margaret Haskell (VAe, VAw) Robert Millar (WA) Linda Herbst (WI) Patricia Pulliam (WV)
☐ Certification Info☐ Consent to File (✓ Copy of Docume ☐ Joint Application ☐ Notarized Affidat ☐ Notarized Verific ☐ Original of Docume ☐ Pick & Choose A ☐ SPCOA (TX) ☐ Statement in Sup	DE) nt Petition (IL, MI) its (TX) ation (IL) nent (MI, TX, NV, AZ) doption (to be filed as an amendment)	Cour 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 HOE02H40)

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!

Breama Burleson

: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

Amendment Type

Amendment:

Other "Other" UNE Loop Rate and Resale Discount

Approving Attorney

rney Greg Romano and

Interstate Adoption:

Jack White

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

 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

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

Other

Critical Contract Terms

ISP Language

Change in Law

N/A

VFX

N/A N/A

Assurance of Payment N/A

Network Architecture N/A

TRO Terms

N/A

Special Handling Instructions (if any) Do

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 <u>Attachment 2</u> 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 <u>Attachment 1</u> hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. 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. <u>Counterparts</u>. 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. <u>Captions</u>. 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. <u>Joint Work Product</u>. 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. <u>Scope of Amendment</u>. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
- 7. <u>Termination</u>. 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	THE VERIZON PARTIES
By: Sylven & Just	By: Tupine Ruest who
Printed: Stephen G. Huels	Printed: Virginia P. Ruesterholz
Title: Region Vice President	Title: President - Wholesale Markets
Date: August 31, 2005	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 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER: **ACC INTERCONNECTION AGREEMENTS** INTERCONNECTION Massachusetts Verizon New **Effective** Amendment 3 **AGREEMENT UNDER** England Inc., 6/25/97 **SECTIONS 251 AND 252** d/b/a Verizon OF THE Massachusetts, f/k/a New England **TELECOMMUNICATIONS ACT OF 1996** Telephone and Dated as of June 25, Telegraph 1997 Company, d/b/a Bell Atlantic by and between **NEW ENGLAND** - Massachusetts TELEPHONE AND **TELEGRAPH COMPANY ACC National** Telecom Corp. and **ACC NATIONAL** TELECOM CORP. FOR MASSACHUSETTS ACC INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION **Verizon New York Effective** Amendment 4 **AGREEMENT UNDER** Inc. 6/24/02 **SECTIONS 251 AND 252** OF THE **ACC National TELECOMMUNICATIONS** Telecom Corp. **ACT OF 1996** Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and **ACC NATIONAL** TELECOM CORP.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER **ACC INTERCONNECTION AGREEMENTS** Washington, DC INTERCONNECTION **Effective** Verizon Amendment 3 AGREEMENT UNDER Washington, DC 6/8/98 **SECTIONS 251 AND 252** Inc., f/k/a Bell Atlantic -OF THE **TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** Inc. Dated as of June 8, 1998 **ACC National** by and between Telecom Corp. **BELL ATLANTIC -**WASHINGTON, D.C., INC. and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS California Verizon California **Effective** Amendment 8 INTERCONNECTION. Inc., 1/23/97 RESALE AND UNBUNDLING f/k/a GTE **AGREEMENT** California between Incorporated **GTE CALIFORNIA** INCORPORATED, AT&T Communications **CONTEL OF** CALIFORNIA, INC. of California, Inc. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS: **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Connecticut **Assigned Agreement: Verizon New York Effective Amendment 3** 6/10/98 Inc., (ACC assigned its INTERCONNECTION d/b/a Verizon New Connecticut York, AGREEMENT UNDER agreement to SECTIONS 251 AND 252 f/k/a New York AT&T) OF THE Telephone **TELECOMMUNICATIONS** Company, **ACT OF 1996** d/b/a Bell Atlantic Dated as of June 10, - New York 1998 by and between **ACC Long NEW YORK TELEPHONE** Distance of & TELEGRAPH Connecticut Corp. COMPANY d/b/a (AT&T **BELL ATLANTIC -NEW** Communications YORK of New England, and Inc., assignee) ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION AGREEMENTS Delaware **AGREEMENT** Verizon Delaware **Effective** Amendment 4 between Inc., 9/30/97 Bell Atlantic -- Delaware, f/k/a Bell Atlantic inc. - Delaware, Inc. and **AT&T Communications** AT&T of Delaware, Inc. Communications **Effective Date:** of Delaware, Inc. **September 30, 1997**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS **PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Florida INTERCONNECTION. Verizon Florida **Effective** Amendment 5 **RESALE** Inc.. 8/1/97 AND UNBUNDLING f/k/a GTE Florida **AGREEMENT** Incorporated between AT&T COMMUNICATIONS AT&T OF THE SOUTHERN Communications STATES, INC. of the Southern and States, Inc. GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Idaho **Adopted Agreement: Verizon Northwest** Adoption Amendment 2 **Effective** Inc., (AT&T adopted Interconnection, Resale f/k/a GTE 7/10/01 the terms of the and Unbundling Northwest **Pathnet** Agreement Incorporated agreement) **Between GTE Northwest** Pathnet, Inc. **INCORPORATED** (AT&T **Communications** and

adoptee) AT&T INTERCONNECTION AGREEMENTS Verizon North Inc., Effective Illinois INTERCONNECTION. Amendment 4 **RESALE** f/k/a GTE North 6/28/99 AND UNBUNDLING Incorporated, **AGREEMENT Verizon South** among Inc., **GTE NORTH** f/k/a GTE South **INCORPORATED, GTE** Incorporated SOUTH INCORPORATED. d/b/a AT&T **GTE SYSTEMS OF** Communications **ILLINOIS** of Illinois, Inc. and AT&T COMMUNICATIONS OF ILLINOIS, INC.

of the Mountain States, Inc.,

PATHNET, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Indiana INTERCONNECTION. Verizon North Inc., **Effective** Amendment 2 **RESALE** f/k/a GTE North 11/24/99 AND UNBUNDLING Incorporated **AGREEMENT** Contel of the between South, Inc., **GTE NORTH** d/b/a Verizon **INCORPORATED AND North Systems** CONTEL OF THE SOUTH, INC., d/b/a GTE AT&T SYSTEMS OF INDIANA, Communications INC. of Indiana, Inc. and AT&T COMMUNICATIONS OF INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS Maine **Assigned Agreement:** Verizon New **Effective Amendment 3** England Inc., 4/7/99 (ACC assigned its INTERCONNECTION d/b/a Verizon Maine agreement AGREEMENT UNDER Maine, to AT&T) **SECTIONS 251 AND 252** f/k/a New England OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, Dated as of April 7, 1999 d/b/a Bell Atlantic by and between - Maine **NEW ENGLAND TELEPHONE & ACC National TELEGRAPH COMPANY** Telecom Corp. d/b/a (AT&T **BELL ATLANTIC - MAINE Communications** of New England, and **ACC NATIONAL** Inc., assignee) TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS Maryland **AGREEMENT** Verizon Maryland **Effective** Amendment 4 between Inc., 8/1/97 Bell Atlantic - Maryland, f/k/a Bell Atlantic Inc. - Maryland, Inc. and

Attachment 1 to Amendment to Interconnection Agreements. Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF EFFECTIVE STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER **AT&T Communications** AT&T of Maryland, Inc. **Communications Effective Date:** of Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New Effective Amendment 2 **AGREEMENT** England Inc., 4/13/98 d/b/a Verizon Agreement between Massachusetts, **AT&T Communications** f/k/a New England of New England, Inc. and Telephone and **New England Telephone** Telegraph and Telegraph Company, Company, d/b/a Bell d/b/a Bell Atlantic Atlantic - Massachusetts - Massachusetts AT&T **Communications** of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Michigan INTERCONNECTION, **Effective** Amendment 4 Verizon North Inc., **RESALE** 8/3/99 f/k/a GTE North AND UNBUNDLING Incorporated **AGREEMENT** Contel of the South, Inc., between **GTE NORTH** d/b/a Verizon **INCORPORATED AND North Systems** CONTEL OF THE SOUTH, INC., d/b/a GTE AT&T **SYSTEMS OF MICHIGAN Communications** of Michigan, Inc. and AT&T COMMUNCIATIONS

OF MICHIGAN, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF EFFECTIVE STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS **New Hampshire Assigned Agreement: Verizon New Effective** Amendment 3 England, Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon New **New Hampshire** AGREEMENT UNDER Hampshire. agreement to **SECTIONS 251 AND 252** f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, Dated as of June 10, d/b/a Bell Atlantic 1998 - New Hampshire by and between **NEW ENGLAND ACC National TELEPHONE &** Telecom Corp. **TELEGRAPH COMPANY** (AT&T Communications d/b/a **BELL ATLANTIC - NEW** of New England, HAMPSHIRE Inc., assignee) and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS New Jersey **AGREEMENT** Verizon New Effective **Amendment 4** between Jersey Inc., 9/15/97 f/k/a Bell Atlantic (AT&T **Bell Atlantic -- New** Communications Jersey, Inc. - New Jersey, Inc. of New Jersey, and Inc., assigned its AT&T **AT&T Communications** agreement to of New Jersey, Inc. **Communications** AT&T **Effective Date:** of New Jersey, **Communications** September 15, 1997 Inc. (AT&T of New Jersey, Communications L.P.) of New Jersey. L.P., assignee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION Verizon New York **Effective Amendment 4** AGREEMENT UNDER Inc. 6/24/02 **SECTIONS 251 AND 252** OF THE AT&T **TELECOMMUNICATIONS** Communications **ACT OF 1996** of New York, Inc. Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and AT&T COMMUNICATIONS OF NEW YORK, INC. AT&T INTERCONNECTION AGREEMENTS North Carolina INTERCONNECTION, **Verizon South Effective** Amendment 2 **RESALE** Inc., 2/9/99 AND UNBUNDLING f/k/a GTE South **AGREEMENT** Incorporated between AT&T COMMUNICATIONS AT&T OF THE SOUTHERN Communications of the Southern STATES, INC. and States. Inc. **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION, Verizon North Inc., **Effective Amendment 4** f/k/a GTE North 12/30/98 **RESALE** AND UNBUNDLING Incorporated **AGREEMENT** AT&T between **GTE NORTH** Communications **INCORPORATED** of Ohio, Inc. and AT&T COMMUNICATIONS OF OHIO, INC. AT&T INTERCONNECTION AGREEMENTS Oregon INTERCONNECTION, **Verizon Northwest Effective** Amendment 3

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER **RESALE** Inc., 1/27/99 AND UNBUNDLING f/k/a GTE **AGREEMENT** Northwest Incorporated between **GTE NORTHWEST INCORPORATED** AT&T and Communications AT&T COMMUNICATIONS of the Pacific OF THE PACIFIC Northwest, Inc. NORTHWEST, INC. AT&T INTERCONNECTION AGREEMENTS Pennsylvania **Adopted Agreement:** Verizon Adoption Amendment 2 (former Bell Pennsylvania Inc., **Effective** Atlantic) INTERCONNECTION f/k/a Bell Atlantic 4/29/02 **AGREEMENT UNDER** - Pennsylvania, (AT&T adopted **SECTIONS 251 AND 252** Inc. the terms of the OF THE TCG agreement) **TELECOMMUNICATIONS** TCG - Pittsburgh **ACT OF 1996** (AT&T Communications Dated as of February 3, 1997 of Pennsylvania, by and between Inc., adoptee) **BELL ATLANTIC -**PENNSYLVANIA, INC. and **TCG - PITTSBURGH** AT&T INTERCONNECTION AGREEMENTS Pennsylvania INTERCONNECTION. Verizon North Inc., **Effective** Amendment 4 (former GTE) **RESALE** f/k/a GTE North 10/12/99 AND UNBUNDLING Incorporated **AGREEMENT** AT&T between GTE NORTH, INC. **Communications** of Pennsylvania, and AT&T COMMUNICATIONS Inc. OF PENNSYLVANIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Rhode Island **Assigned Agreement: Verizon New Effective Amendment 3** 4/7/99 England, Inc. (ACC assigned its INTERCONNECTION d/b/a Verizon Rhode Island **AGREEMENT UNDER** Rhode Island. agreement to **SECTIONS 251 AND 252** f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, Dated as of April 7, 1999 d/b/a Bell Atlantic - Rhode Island by and between **NEW ENGLAND TELEPHONE AND ACC National TELEGRAPH COMPANY** Telecom Corp. d/b/a (AT&T **BELL ATLANTIC - RHODE** Communications **ISLAND** of New England, and Inc., assignee) **ACC NATIONAL TELECOM CORP.** AT&T INTERCONNECTION AGREEMENTS South Carolina INTERCONNECTION, **Verizon South Effective Amendment 2 RESALE** 7/14/00 Inc., **AND UNBUNDLING** f/k/a GTE South **AGREEMENT** Incorporated between AT&T COMMUNICATIONS AT&T OF THE SOUTHERN Communications STATES, INC. of the Southern States, Inc. and **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS **Texas** INTERCONNECTION, **GTE Southwest Effective Amendment 3** RESALE Incorporated. 6/6/97 AND UNBUNDLING d/b/a Verizon **AGREEMENT** Southwest between **GTE SOUTHWEST** AT&T **INCORPORATED AND** Communications

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER CONTEL OF TEXAS, INC. of Texas, L.P., f/k/a AT&T and AT&T COMMUNICATIONS **Communications** OF THE SOUTHWEST, of the Southwest. INC. Inc. AT&T INTERCONNECTION AGREEMENTS Vermont **Effective** Amendment 3 **Assigned Agreement: Verizon New** England Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon Vermont AGREEMENT UNDER Vermont. agreement to **SECTIONS 251 AND 252** f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, Dated as of June 10, d/b/a Bell Atlantic 1998 - Vermont by and between **BELL ATLANTIC -ACC National** VERMONT Telecom Corp. (AT&T and **ACC NATIONAL** Communications TELECOM CORP. of New England, Inc., assignee) AT&T INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective** Amendment 3 (former Bell **AGREEMENT UNDER** 10/8/02 Inc. **SECTIONS 251 AND 252** Atlantic) f/k/a Bell Atlantic Virginia, Inc. OF THE **TELECOMMUNICATIONS ACT OF 1996 AT&T** Dated as of October 8, **Communications** 2002 of Virginia, Inc. by and between **VERIZON VIRGINIA INC.** and AT&T COMMUNICATIONS OF VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION, Verizon South **Effective Amendment 2** (former GTE) **RESALE** Inc., 5/28/99

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
	AND UNBUNDLING	f/k/a GTE South		
	AGREEMENT	Incorporated		
	between		:	
	GTE SOUTH	AT&T		
	INCORPORATED	Communications		
	and	of Virginia, Inc.		
	AT&T COMMUNICATIONS			
	OF VIRGINIA, INC.			
	AT&T INTERCONN	IECTION AGREEMENT	S	
Washington	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3
	RESALE	łnc.,	9/25/97	
	AND UNBUNDLING	f/k/a GTE		
	AGREEMENT	Northwest		·
	between	Incorporated		
	GTE NORTHWEST			
	INCORPORATED	AT&T		
	and	Communications		
	AT&T COMMUNICATIONS	of the Pacific		
	OF THE PACIFIC	Northwest, Inc.		
	NORTHWEST, INC.			
	AT&T INTERCONN	ECTION AGREEMENT	'S	
Washington, DC	AGREEMENT	Verizon	Effective	Amendment 4
	between	Washington, DC	8/25/97	
	Bell Atlantic	Inc.,		
	Washington, DC, Inc.	f/k/a Bell Atlantic		
	and	 Washington, 		
	AT&T Communications	D.C., Inc.		
	of Washington, DC, Inc.			
	Effective Date: August	AT&T		
	25, 1997	Communications		
		of Washington,		
	{	DC, Inc.		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS West Virginia Adopted Agreement: **Verizon West** Adoption **Amendment 3** Virginia Inc., **Effective** (AT&T adopted MCImetro/Bell Atlantic f/k/a Bell Atlantic 2/10/99 the terms of the INTERCONNECTION - West Virginia, **MCImetro AGREEMENT 1997** inc. agreement) MCImetro/Bell Atlantic **MCImetro Access** Interconnection **Transmission** Agreement between Services, Inc. **MCImetro Access** (AT&T Transmission Services. Communications Inc. ("MCIm") and Bell of West Virginia, Atlantic-West Virginia, Inc., adoptee) Inc. AT&T INTERCONNECTION AGREEMENTS Wisconsin INTERCONNECTION, Verizon North Inc., Effective Amendment 2 **RESALE** f/k/a GTE North 2/5/99 AND UNBUNDLING Incorporated **AGREEMENT** AT&T between AT&T COMMUNICATIONS **Communications** OF WISCONSIN, INC. of Wisconsin, Inc. and **GTE NORTH INCORPORATED**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS California Verizon California Adoption **Amendment 6 Adopted Agreement: Effective** Inc., (TCG Los Angeles INTERCONNECTION, f/k/a GTE 6/10/98 adopted the **RESALE AND** California terms of the **UNBUNDLING** Incorporated **MCImetro AGREEMENT** agreement) **BETWEEN MCImetro Access GTE CALIFORNIA** Transmissi on **INCORPORATED** Services, Inc. **AND** (Teleport MCImetro ACCESS **Communications TRANSMISSION** Group, Inc. Los SERVICES, INC. Angeles, adoptee) TCG INTERCONNECTION AGREEMENTS California Verizon California Adoption Amendment 6 **Adopted Agreement: Effective** Inc., (TCG San Diego INTERCONNECTION. f/k/a GTE 6/10/98 adopted the **RESALE AND** California terms of the **UNBUNDLING** Incorporated **MCImetro AGREEMENT MCImetro Access** agreement) **BETWEEN GTE CALIFORNIA Transmission INCORPORATED** Services, Inc. AND (Teleport **MCImetro ACCESS** Communications **TRANSMISSION** Group Inc., San SERVICES, INC. Diego, adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS California Adopted Agreement: Verizon California Adoption **Amendment 6** Inc., **Effective** (TCG San INTERCONNECTION. f/k/a GTE 6/10/98 Francisco **RESALE AND** California adopted the **UNBUNDLING** Incorporated terms of the **AGREEMENT MCImetro BETWEEN MCImetro Access** agreement) **GTE CALIFORNIA Transmission INCORPORATED** Services, Inc. **AND** (Teleport **MCImetro ACCESS** Communications **TRANSMISSION** Group, Inc. San SERVICES, INC. Francisco, adoptee) TCG INTERCONNECTION AGREEMENTS Verizon Delaware Delaware INTERCONNECTION **Effective Amendment 8 AGREEMENT UNDER** 9/13/96 Inc., **SECTIONS 251 AND 252** f/k/a Bell Atlantic OF THE - Delaware, Inc. **TELECOMMUNICATIONS ACT OF 1996 TCG Delaware Dated as of September** Valley, Inc., 13, 1996 f/k/a Eastern by and between TeleLogic **BELL ATLANTIC-**Corporation DELAWARE, INC. and **EASTERN TELELOGIC CORPORATION**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Florida Adopted Agreement: Verizon Florida Adoption Amendment 4 **Effective** inc.. (TCG adopted the INTERCONNECTION. f/k/a GTE Florida 3/6/98 terms of the AT&T RESALE Incorporated agreement) AND UNBUNDLING AT&T **AGREEMENT** between Communications AT&T COMMUNICATIONS of the Southern OF THE SOUTHERN States, Inc. (TCG STATES, INC. South Florida, and adoptee) GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois **Adopted Agreement:** Verizon North Inc.. Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated. 6/2/04 Verizon South terms of the AT&T RESALE agreement) AND UNBUNDLING Inc., **AGREEMENT** f/k/a GTE South among Incorporated **GTE NORTH INCORPORATED, GTE** AT&T SOUTH INCORPORATED. Communications d/b/a of Illinois, Inc. **GTE SYSTEMS OF** (TCG Chicago and TCG Illinois, **ILLINOIS** adoptee) and AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana **Adopted Agreement:** Verizon North Inc., Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 5/21/03 terms of the AT&T **RESALE** Contel of the agreement) AND UNBUNDLING South, Inc., **AGREEMENT** d/b/a Verizon between **North Systems GTE NORTH INCORPORATED AND** AT&T

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA ıs **PARTIES** DATE **AMENDMENT** NUMBER CONTEL OF THE SOUTH, **Communications** of Indiana, Inc. INC., d/b/a GTE SYSTEMS OF INDIANA. (TCG Indianapolis, INC. adoptee) and **AT&T COMMUNICATIONS** OF INDIANA, INC. TCG INTERCONNECTION AGREEMENTS Maryland INTERCONNECTION Verizon Maryland **Effective** Amendment 5 Inc., AGREEMENT UNDER 2/3/97 SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Maryland, Inc. **TELECOMMUNICATIONS ACT OF 1996** TCG - Maryland Dated as of February 3, 1997 by and between **BELL ATLANTIC -**MARYLAND, INC. and TCG - MARYLAND

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF EFFECTIVE STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New **Effective** Amendment 4 AGREEMENT UNDER England Inc., 10/29/97 **SECTIONS 251 AND 252** d/b/a Verizon OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of October 29. Telegraph 1997 Company, d/b/a Bell Atlantic by and between **BELL ATLANTIC-**- Massachusetts **MASSACHUSETTS** and **Teleport TELEPORT** Communications-COMMUNICATIONS Boston, Inc., **BOSTON** f/k/a Teleport Communications **Boston** TCG INTERCONNECTION AGREEMENTS Michigan **Adopted Agreement:** Verizon North Inc.. Adoption Amendment 4 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 11/24/99 terms of the AT&T **RESALE** agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of Michigan, Inc. between **GTE NORTH** (Teleport **INCORPORATED AND** Communications CONTEL OF THE SOUTH, **Group Inc./TCG** INC., d/b/a GTE Detroit, adoptee) SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC. TCG INTERCONNECTION AGREEMENTS **New Hampshire** Adoption of Assigned **Verizon New** Adoption **Amendment 3** Effective Agreement: England Inc., (TCG adopted the d/b/a Verizon New 6/18/02 terms of the AT&T INTERCONNECTION Hampshire, agreement, AGREEMENT UNDER f/k/a New England originally

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	Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire		
	by and between NEW ENGLAND TELEPHONE &	ACC National Telecom Corp. (AT&T		
	TELEGRAPH COMPANY d/b/a	Communications of New England,		
	BELL ATLANTIC - NEW HAMPSHIRE	Inc., assignee, TCG New		
	and ACC NATIONAL	Hampshire, Inc., adoptee)		
	TELECOM CORP.	FOTION ACCEPTANT		
N	<u> </u>	ECTION AGREEMENT		
New Jersey	INTERCONNECTION	Verizon New	Effective	Amendment 5
	AGREEMENT UNDER	Jersey Inc.,	9/13/96	
Eastern TeleLogic	SECTIONS 251 AND 252	f/k/a Bell Atlantic		
	OF THE	– New Jersey, Inc.		
	TELECOMMUNICATIONS	TCC Delevere		
	ACT OF 1996	TCG Delaware		
•	Dated as of September 13, 1996	Valley, Inc., f/k/a Eastern		
,	by and between	TeleLogic		
	BELL ATLANTIC-NEW	Corporation		
	JERSEY, INC.	Corporation		
	and			*
	EASTERN TELELOGIC			
	CORPORATION			
New Jersey	INTERCONNECTION	Verizon New	Effective	Amendment 5
	AGREEMENT UNDER	Jersey Inc.,	2/3/97	
TC Systems, Inc.	SECTIONS 251 AND 252	f/k/a Bell Atlantic		
	OF THE	- New Jersey, Inc.		
	TELECOMMUNICATIONS	T-1		
	ACT OF 1996	Teleport Communications		
	Dated as of February 3, 1997	New York,		
	199/	New fork,		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER f/k/a TC Systems, by and between **BELL ATLANTIC - NEW** Inc. JERSEY, INC. and TC SYSTEMS, INC. TCG INTERCONNECTION AGREEMENTS New York INTERCONNECTION **Verizon New York Effective** Amendment 4 6/24/02 AGREEMENT UNDER Inc., **SECTIONS 251 AND 252** f/k/a New York Telephone OF THE **TELECOMMUNICATIONS** Company **ACT OF 1996** Dated as of June 24, **Teleport Communications** 2002 by and between Group Inc. **VERIZON NEW YORK** INC. and **TELEPORT** COMMUNICATIONS **GROUP INC.** TCG INTERCONNECTION AGREEMENTS **North Carolina Verizon South** Adoption **Amendment 2 Adopted Agreement: Effective** Inc., INTERCONNECTION. 12/8/00 (TCG adopted the f/k/a GTE South terms of the AT&T Incorporated RESALE agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications between AT&T COMMUNICATIONS of the Southern OF THE SOUTHERN States, Inc. (TCG STATES, INC. of the Carolinas, Inc., adoptee) and **GTE SOUTH INCORPORATED**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Ohio **Adopted Agreement:** Verizon North Inc., Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 6/2/04 terms of the AT&T **RESALE** agreement) AT&T AND UNBUNDLING **AGREEMENT** Communications between of Ohio, Inc. (TCG **GTE NORTH** Ohio, Inc., adoptee) **INCORPORATED** and **AT&T COMMUNICATIONS** OF OHIO, INC. TCG INTERCONNECTION AGREEMENTS Oregon **Adopted Agreement: Verizon Northwest Adoption** Amendment 3 **Effective** Inc.. (TCG adopted the INTERCONNECTION. f/k/a GTE 4/23/99 terms of the AT&T **RESALE Northwest** agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **GTE NORTHWEST** Communications of the Pacific **INCORPORATED** Northwest, Inc. and **AT&T COMMUNICATIONS** (TCG Oregon, OF THE PACIFIC adoptee) NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** ıs **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Pennsylvania INTERCONNECTION **Effective Amendment 3** Verizon (former Bell **AGREEMENT UNDER** Pennsylvania Inc., 2/3/97 Atlantic) **SECTIONS 251 AND 252** f/k/a Bell Atlantic - Pennsylvania, OF THE **TCG Pittsburgh TELECOMMUNICATIONS** Inc. **ACT OF 1996 TCG Pittsburgh** Dated as of February 3, 1997 by and between **BELL ATLANTIC -**PENNSYLVANIA, INC. and **TCG - PITTSBURGH** Pennsylvania INTERCONNECTION **Effective** Amendment 4 Verizon (former Bell AGREEMENT UNDER Pennsylvania Inc., 9/13/96 Atlantic) **SECTIONS 251 AND 252** f/k/a Bell Atlantic OF THE - Pennsylvania. Eastern TeleLogic **TELECOMMUNICATIONS** Inc. **ACT OF 1996 Dated as of September TCG Delaware** 13, 1996 Valley, Inc., by and between f/k/a Eastern **BELL ATLANTIC-**TeleLogic PENNSYLVANIA, INC. Corporation and **EASTERN TELELOGIC CORPORATION**

	ttachment 1 to Amendment ection Agreements Between		_	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	TCG INTERCONN	ECTION AGREEMENT	S	
Pennsylvania (former GTE) (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc. (Teleport Communications	Adoption Effective 1/26/00	Amendment 4
	AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Group Inc./TCG Pittsburgh and TCG Delaware Valley, Inc., adoptees)		
Rhode Island	TCG INTERCONN 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	ECTION AGREEMENTS 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	Effective 4/21/99	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Texas **Adopted Agreement: GTE Southwest** Adoption **Amendment 3 Effective** Incorporated. (TCG adopted the INTERCONNECTION. d/b/a Verizon 2/20/98 terms of the AT&T Southwest **RESALE** agreement) AND UNBUNDLING **AGREEMENT** AT&T **Communications** between **GTE SOUTHWEST** of the Southwest, **INCORPORATED AND** Inc. (TCG Dallas **CONTEL OF TEXAS, INC.** and Teleport and **Communications** AT&T COMMUNICATIONS Houston, Inc., OF THE SOUTHWEST. adoptee) INC. TCG INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective Amendment 3** (former Bell AGREEMENT UNDER 10/8/02 Inc. Atlantic) **SECTIONS 251 AND 252** f/k/a Bell Atlantic OF THE - Virginia, Inc. **TELECOMMUNICATIONS ACT OF 1996** TCG Virginia, Inc. Dated as of October 8, 2002 by and between **VERIZON VIRGINIA INC.** and TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Virginia **Adopted Agreement: Verizon South** Adoption Amendment 2 (former GTE) **Effective** Inc., f/k/a GTE South Interim Virginia Co-7/22/97 (TCG adopted the Carrier Agreement Incorporated terms of the MCI between MFS Intelenet Worldcom MCI WORLDCOM of Virginia, Inc. and GTE agreement) South Incorporated Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington **Adopted Agreement:** Verizon Northwest Adoption Amendment 2 Inc., **Effective** (TCG adopted the INTERCONNECTION. f/k/a GTE 4/21/99 terms of the AT&T **RESALE** Northwest agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **GTE NORTHWEST** Communications **INCORPORATED** of the Pacific and Northwest, Inc. AT&T COMMUNICATIONS (TCG Seattle, OF THE PACIFIC adoptee) NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS. **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Washington, DC INTERCONNECTION Verizon **Effective** Amendment 5 AGREEMENT UNDER Washington, DC 2/3/97 SECTIONS 251 AND 252 Inc., OF THE f/k/a Bell Atlantic **TELECOMMUNICATIONS** - Washington, **ACT OF 1996** D.C., Inc. Dated as of February 3 1997 **Teleport** by and between Communications -**BELL ATLANTIC -**Washington, D.C., WASHINGTON, D.C., INC. Inc. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS West Virginia **Adopted Agreement: Verizon West** Adoption **Amendment 3** Virginia Inc., **Effective** 6/15/02 (TCG adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic terms of the INTERCONNECTION - West Virginia, **MCImetro AGREEMENT 1997** Inc. agreement) **MCImetro Access** Agreement between **MCImetro Access Transmission** Transmission Services. Services, LLC, Inc. and Bell Atlanticf/k/a MCImetro West Virginia, Inc. Access **Transmission** Services, Inc. (TCG Virginia, Inc., adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Wisconsin **Adopted Agreement:** Verizon North Inc., Adoption **Amendment 2** f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 11/24/03 terms of the AT&T **RESALE** agreement) AT&T AND UNBUNDLING **AGREEMENT** Communications between of Wisconsin, Inc. **AT&T COMMUNICATIONS** (TCG Milwaukee, OF WISCONSIN, INC. Inc., adoptee) and **GTE NORTH INCORPORATED**

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	Density Cell
	1 - \$30.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$30.00/Month

Unbundled Loops – California

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

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1B - \$11.31/Month
ISDN BRI Loop	Density Cell:
	1B - \$16.70/Month
	Density Cell:
Customer Specified Signaling - 2-Wire Ground Start	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	Density Cell:
	1B - \$11.31/Month

Unbundled Loops – District of Columbia

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

Unbundled Loops - Delaware

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

Unbundled Loops – Florida

Service or Element Description:	Recurring Charges:
Service of Edement Description.	Recuiring Charges.

2 Wire Analog (POTS) Loop	Density Cell 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month
2 Wire Digital Loop	Density Cell: 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	Density Cell
	1 - \$45.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$45.00/Month

Unbundled Loops – Illinois

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

Unbundled Loops – Indiana

Olin dilated Edopo Illataria	Oliparialea Ecopo Ilialaria	
Service or Element Description:	Recurring Charges:	
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month	
2 Wire Digital Loop	Density Cell: All - \$14.63/Month	

Unbundled Loops – Massachusetts

Service or Element Description:	Recurring Charges:
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2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
ISDN BRI Loop	Density Cell: 1 - \$13.30/Month 2 - \$12.93/Month 3 - \$17.96/Month 4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 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	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
ISDN BRI Loop	Rate Group A1 - \$12.38/Month A2 - \$12.62/Month B1 - \$24.20/Month B2 - \$16.73/Month

Customer Specified Signaling - 2-Wire	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire HDSL Loop	Rate Group 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	Density Cell
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month
ISDN BRI Loop	Density Cell:
	1 - \$21.81/Month
	2 - \$25.73/Month
	3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.44/Month
	2 - \$13.47/Month
	3 - \$18.75/Month

Unbundled Loops – Michigan

G : TH 45	TD . CI
Service or Element Description:	Recurring Charges:
	Attourning Chargest

2 Wire Analog (POTS) Loop	Density Cell 1 - \$23.98/Month
2 Wire Digital Loop	Density Cell: 1 - \$23.98/Month

Unbundled Loops - Nevada

Convince on Florent Description.	Decurring Chauses
Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$27.41/Month
2 Wire Digital Loop	Density Cell:
,	1 - \$27.41/Month
	,
2-Wire Channelized Additional Cost of Unbundling	Density Cell:
į	1 - \$12.45/Month
	1 \$\psi 12.43/141011tt1
ISDN-BRI Loop	Density Cell
*	1 - \$59.77/Month
	1 \$35.7771VIOILUI
ISDN-BRI Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$36.50/Month
Chounting	1 - \$50.50/1410HtH
ADSL High Capacity Loop	Density Cell:
2 - T7 F	1 - \$75.22/Month
	1 - Φ/3.22/IVIOIIII
	1

Unbundled Loops – New Hampshire

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

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 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	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$11.82/Month
ISDN BRI Loop	Density Cell:
	1 - \$12.13/Month
	2 - \$13.74/Month
	3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
-	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	Density Cell
	1A - \$11.00/Month
	1B - \$11.31/Month
	2 - \$15.51/Month

ISDN BRI Loop	Density Cell: 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 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	Density Cell: 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	Density Cell
	1 - \$19.68/Month
	2 - \$38.12/Month
	3 - \$49.31/Month
ISDN-BRI Loop	Density Cell:
	1 - \$42.92/Month
	2 - \$83.13/Month
	3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell
	1 - \$54.02/Month
	2 - \$104.62/Month
	3 - \$135.31/Month

2 Wire HDSL Loop	Density Cell:
	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	Density Cell
	1 - \$15.73/Month
2 Wire Digital Loop	Density Cell:
	1 - \$15.73/Month

Unbundled Loops – Oregon

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.36/Month 2 - \$25.83/Month
	3 - \$50.16/Month
2 Wire Digital Loop	Density Cell: 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	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$12.39/Month
	4 - \$22.39/Month
ISDN BRI Loop	Density Cell:
_	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$13.90/Month
	4 - \$23.66/Month

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

Unbundled Loops – Rhode Island

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

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.19/Month
	2 - \$15.44/Month
	3 - \$19.13/Month
	3 - \$19.13/Month

Unbundled Loops – South Carolina

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

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month
2 Wire Digital Loop	Density Cell: 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	Density Cell
	1 - \$11.89/Month
	2 - \$15.26/Month
	3 - \$28.43/Month
ISDN BRI Loop	Density Cell:
	1 - \$14.15/Month
	2 - \$17.09/Month
	3 - \$30.42/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 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	Density Cell 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month
2 Wire Digital Loop	Density Cell: 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	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	Density Cell: 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$21.63/Month

Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
2 Wire Digital Loop	Density Cell:
	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	Density Cell
	1 - \$32.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$32.00/Month

Unbundled Loops - West Virginia

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

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

	With Operator & DA		Without Operator & DA	
State	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%