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. <u>Amendments to Interconnection Agreements</u>. The Parties agree that the terms and conditions set forth in <u>Attachment 2</u> 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:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

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 Massachusetts** INTERCONNECTION **Verizon New Effective Amendment 3** AGREEMENT UNDER England Inc., 6/25/97 d/b/a Verizon **SECTIONS 251 AND 252** OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of June 25, Telegraph 1997 Company, by and between d/b/a Bell Atlantic - Massachusetts **NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY ACC National** and Telecom Corp. **ACC NATIONAL** TELECOM CORP. FOR MASSACHUSETTS ACC INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION Verizon New York **Effective Amendment 4** AGREEMENT UNDER 6/24/02 Inc. **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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER ACC INTERCONNECTION AGREEMENTS Effective Amendment 3 Washington, DC INTERCONNECTION Verizon 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 by and between **ACC National BELL ATLANTIC -**Telecom Corp. WASHINGTON, D.C., INC. and **ACC NATIONAL TELECOM CORP.** AT&T INTERCONNECTION AGREEMENTS California INTERCONNECTION, Verizon California **Effective Amendment 8** 1/23/97 RESALE Inc., AND UNBUNDLING f/k/a GTE **AGREEMENT** California Incorporated between **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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Connecticut **Assigned Agreement: Verizon New York** Amendment 3 Effective 6/10/98 Inc., (ACC assigned its INTERCONNECTION d/b/a Verizon New Connecticut AGREEMENT UNDER York, f/k/a New York agreement to SECTIONS 251 AND 252 AT&T) OF THE Telephone **TELECOMMUNICATIONS** Company, **ACT OF 1996** d/b/a Bell Atlantic - New York Dated as of June 10, 1998 by and between **ACC Long NEW YORK TELEPHONE** Distance of Connecticut Corp. & TELEGRAPH COMPANY d/b/a (AT&T **BELL ATLANTIC -NEW Communications** of New England, YORK and Inc., assignee) **ACC LONG DISTANCE** OF CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION AGREEMENTS **Effective** Amendment 4 Delaware **AGREEMENT Verizon Delaware** 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS **Florida** INTERCONNECTION, Verizon Florida **Effective** Amendment 5 **RESALE** 8/1/97 Inc., AND UNBUNDLING f/k/a GTE Florida **AGREEMENT** Incorporated between AT&T AT&T COMMUNICATIONS OF **Communications** THE SOUTHERN of the Southern STATES, INC. States, Inc. and GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Idaho Verizon Northwest Adoption Amendment 2 **Adopted Agreement: Effective** Inc., 7/10/01 (AT&T adopted Interconnection, Resale f/k/a GTE the terms of the and Unbundling Northwest Pathnet Agreement Incorporated agreement) Between **GTE Northwest** Pathnet, Inc. INCORPORATED (AT&T Communications and PATHNET, INC. of the Mountain States, Inc., adoptee) AT&T INTERCONNECTION AGREEMENTS Illinois INTERCONNECTION, Verizon North Inc., **Effective** Amendment 4 6/28/99 **RESALE** f/k/a GTE North AND UNBUNDLING Incorporated, **Verizon South AGREEMENT** 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.

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 Indiana INTERCONNECTION, Amendment 2 Verizon North Inc., Effective **RESALE** f/k/a GTE North 11/24/99 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 INDIANA, Communications INC. of Indiana, Inc. and AT&T **COMMUNICATIONS OF** INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS **Effective Amendment 3** Maine **Assigned Agreement: Verizon New** England Inc., 4/7/99 (ACC assigned its INTERCONNECTION d/b/a Verizon Maine agreement Maine, AGREEMENT UNDER to AT&T) f/k/a New England SECTIONS 251 AND 252 Telephone and OF THE **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 8/1/97 between Inc., Bell Atlantic -- Maryland, f/k/a Bell Atlantic Inc. - Maryland, Inc. and AT&T Communications 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** IS PARTIES DATE **AMENDMENT** NUMBER of Maryland, Inc. **Communications Effective Date:** of Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS **Effective** Amendment 2 Massachusetts INTERCONNECTION **Verizon New 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 Atlantic d/b/a Bell Atlantic Massachusetts - Massachusetts AT&T Communications of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Michigan Verizon North Inc., **Effective Amendment 4** INTERCONNECTION, **RESALE** f/k/a GTE North 8/3/99 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS **Assigned Agreement: Verizon New** Amendment 3 **New Hampshire** Effective England, Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon New **New Hampshire** Hampshire, AGREEMENT UNDER 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 Amendment 4 **New Jersey AGREEMENT** Verizon New **Effective** between Jersey Inc., 9/15/97 (AT&T **Bell Atlantic -- New** f/k/a Bell Atlantic Communications - New Jersey, Inc. Jersey, Inc. of New Jersey, and Inc., assigned its **AT&T Communications** AT&T agreement to of New Jersey, Inc. Communications AT&T **Effective Date:** of New Jersey, Communications **September 15, 1997** Inc. (AT&T Communications of New Jersey, of New Jersey, L.P.) L.P., assignee)

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 Verizon New York **New York** INTERCONNECTION Effective Amendment 4 AGREEMENT UNDER Inc. 6/24/02 SECTIONS 251 AND 252 AT&T OF THE **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 Inc., RESALE 2/9/99 AND UNBUNDLING f/k/a GTE South **AGREEMENT** Incorporated between AT&T AT&T Communications COMMUNICATIONS OF THE SOUTHERN of the Southern States, Inc. STATES, INC. and **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

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

interconne	ection Agreements Betwe	en The Parties as	ot September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
Oregon	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.	Effective 1/27/99	Amendment 3
AT&T INTERCONNECTION AGREEMENTS			Amandmant 2	
Pennsylvania (former Bell Atlantic) (AT&T adopted the terms of the TCG agreement)	Adopted Agreement: 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 (AT&T Communications of Pennsylvania, Inc., adoptee)	Adoption Effective 4/29/02	Amendment 2
		IECTION AGREEMEN	TS	<u> </u>
Pennsylvania (former GTE)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between	Verizon North Inc., f/k/a GTE North Incorporated	Effective 10/12/99	Amendment 4
	GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Communications of Pennsylvania, 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 Rhode Island **Verizon New** Amendment 3 **Assigned Agreement:** Effective England, Inc. 4/7/99 INTERCONNECTION d/b/a Verizon (ACC assigned its Rhode Island Rhode Island, AGREEMENT UNDER 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 by and between - Rhode Island **NEW ENGLAND** TELEPHONE AND **ACC National TELEGRAPH COMPANY** Telecom Corp. d/b/a (AT&T **BELL ATLANTIC -Communications** RHODE ISLAND of New England, and Inc., assignee) **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, **South Carolina Verizon South Effective Amendment 2** 7/14/00 RESALE Inc.. f/k/a GTE South AND UNBUNDLING AGREEMENT Incorporated between AT&T AT&T **COMMUNICATIONS OF Communications** THE SOUTHERN of the Southern States, Inc. 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 Southwest **AGREEMENT** between **GTE SOUTHWEST** AT&T **INCORPORATED AND** Communications CONTEL OF TEXAS, INC. of Texas, L.P.,

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** f/k/a AT&T and AT&T Communications **COMMUNICATIONS OF** of the Southwest, THE SOUTHWEST, INC. Inc. AT&T INTERCONNECTION AGREEMENTS Assigned Agreement: **Verizon New Effective Amendment 3** Vermont England Inc... 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon Vermont Vermont. AGREEMENT UNDER agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS** Telegraph **ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of June 10, Vermont 1998 by and between **BELL ATLANTIC -ACC National VERMONT** Telecom Corp. and (AT&T **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. Atlantic) f/k/a Bell Atlantic SECTIONS 251 AND 252 OF THE - Virginia, Inc. **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 Verizon South INTERCONNECTION. **Effective** Amendment 2 Inc., (former GTE) RESALE 5/28/99 AND UNBUNDLING f/k/a GTE South

Incorporated

AGREEMENT

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

interconnection Agreements between the Farties as of September 1, 2005				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	between GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC.	AT&T Communications of Virginia, Inc.		
	AT&T INTERCONN	IECTION AGREEMEN	TS	
Washington	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.	Effective 9/25/97	Amendment 3
AT&T INTERCONNECTION AGREEMENTS				
Washington, DC	AGREEMENT between Bell Atlantic Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997	Verizon Washington, DC Inc., f/k/a Bell Atlantic – Washington, D.C., Inc. AT&T Communications of Washington, DC, Inc.	Effective 8/25/97	Amendment 4

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 West Virginia **Adopted Agreement: Verizon West** Adoption Amendment 3 Virginia Inc., **Effective** MCImetro/Bell Atlantic f/k/a Bell Atlantic 2/10/99 (AT&T adopted the terms of the - West Virginia, INTERCONNECTION **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 f/k/a GTE North 2/5/99 RESALE AND UNBUNDLING Incorporated **AGREEMENT** AT&T between AT&T **Communications COMMUNICATIONS OF** of Wisconsin, Inc. 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS California **Adopted Agreement:** Verizon California Adoption Amendment 6 **Effective** Inc., INTERCONNECTION, f/k/a GTE 6/10/98 (TCG Los Angeles adopted **RESALE AND** California the terms of the **UNBUNDLING** Incorporated **MCImetro AGREEMENT** agreement) BETWEEN **MCImetro Access GTE CALIFORNIA Transmission** INCORPORATED Services, Inc. **AND** (Teleport **MCImetro ACCESS Communications** TRANSMISSION Group, Inc. Los Angeles, adoptee) SERVICES, INC. TCG INTERCONNECTION AGREEMENTS California Verizon California **Adopted Agreement:** Adoption **Amendment 6 Effective** Inc.. f/k/a GTE 6/10/98 (TCG San Diego INTERCONNECTION, adopted the **RESALE AND** California terms of the Incorporated **UNBUNDLING 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS California **Adopted Agreement:** Verizon California Adoption Amendment 6 **Effective** Inc., (TCG San INTERCONNECTION, f/k/a GTE 6/10/98 California Francisco **RESALE AND** 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 **Delaware** INTERCONNECTION Verizon Delaware **Effective Amendment 8** 9/13/96 AGREEMENT UNDER 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., f/k/a Eastern 13, 1996 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** TCG INTERCONNECTION AGREEMENTS **Florida Adopted Agreement:** Verizon Florida Amendment 4 Adoption **Effective** Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE Florida 3/6/98 terms of the **RESALE** Incorporated AT&T agreement) AND UNBUNDLING **AGREEMENT** AT&T **Communications** between AT&T of the Southern COMMUNICATIONS OF States, Inc. (TCG THE SOUTHERN South Florida, adoptee) STATES, INC. and GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois **Adopted Agreement:** Verizon North Inc., Adoption **Amendment 2** f/k/a GTE North **Effective** (TCG adopted the 6/2/04 INTERCONNECTION, Incorporated, terms of the **RESALE Verizon South** AT&T agreement) AND UNBUNDLING Inc., f/k/a GTE South **AGREEMENT** Incorporated among **GTE NORTH** INCORPORATED, GTE AT&T SOUTH **Communications** INCORPORATED, 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 **RESALE** Contel of the AT&T 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

interconnection Agreements between the Parties as of September 1, 2005				
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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF THE	Communications		
	SOUTH, INC., d/b/a GTE	of Indiana, Inc.		
	SYSTEMS OF INDIANA,	(TCG Indianapolis,		
	INC.	adoptee)		
	and			
	AT&T			
	COMMUNICATIONS OF			
	INDIANA, INC.			
		ECTION AGREEMEN		T
Maryland	INTERCONNECTION	Verizon Maryland	Effective	Amendment 5
	AGREEMENT UNDER	Inc.,	2/3/97	
	SECTIONS 251 AND 252	f/k/a Bell Atlantic		
	OF THE	– Maryland, Inc.		
	TELECOMMUNICATIONS	TOO Mamiland		
	ACT OF 1996	TCG – Maryland		
	Dated as of February 3, 1997			
	by and between			
	BELL ATLANTIC -			
	MARYLAND, INC.			
	and			
	TCG - MARYLAND			
	100 111/11(12/11)			
	TCG INTERCONN	ECTION AGREEMEN	TS	
Massachusetts	INTERCONNECTION	Verizon New	Effective	Amendment 4
İ	AGREEMENT UNDER	England Inc.,	10/29/97	
İ	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,		
	by and between	d/b/a Bell Atlantic		
	BELL ATLANTIC-	 Massachusetts 		
	MASSACHUSETTS	Tala		
	and TELEDORT	Teleport		
	TELEPORT COMMUNICATIONS	Communications- Boston, Inc.,		
	BOSTON	f/k/a Teleport		
	BOSTON	Communications		
		Boston		
	TCG INTERCONN	ECTION AGREEMEN	TS	I
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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
Michigan	Adopted Agreement:	Verizon North Inc.,	Adoption	Amendment 4
(f/k/a GTE North	Effective	
(TCG adopted the terms of the	INTERCONNECTION, RESALE	Incorporated	11/24/99	
AT&T agreement)	AND UNBUNDLING	AT&T		
A rai agreement,	AGREEMENT	Communications		
	between	of Michigan, Inc.		
	GTE NORTH	(Teleport		
	INCORPORATED AND	Communications		
	CONTEL OF THE	Group Inc./TCG		
	SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN	Detroit, adoptee)		
	and			
	AT&T			
	COMMUNCIATIONS OF			
	MICHIGAN, INC.			
	TCG INTERCONN	ECTION AGREEMEN		
New Hampshire	Adoption of Assigned	Verizon New	Adoption	Amendment 3
	Agreement:	England Inc.,	Effective	
(TCG adopted the	INTERCONNECTION	d/b/a Verizon New	6/18/02	
terms of the AT&T agreement,	INTERCONNECTION AGREEMENT UNDER	Hampshire, f/k/a New England		
originally	SECTIONS 251 AND 252	Telephone and		
assigned to AT&T	OF THE	Telegraph		
by ACC)	TELECOMMUNICATIONS	Company,		
,	ACT OF 1996	d/b/a Bell Atlantic		
	Dated as of June 10,	 New Hampshire 		
	1998			
	by and between	ACC National		
	NEW ENGLAND	Telecom Corp.		
	TELEPHONE & TELEGRAPH COMPANY	(AT&T Communications		
	d/b/a	of New England,		
	BELL ATLANTIC - NEW	Inc., assignee,		
	HAMPSHIRE	TCG New		
	and	Hampshire, Inc.,		
	ACC NATIONAL	adoptee)		
	TELECOM CORP.			

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 **New Jersey** INTERCONNECTION **Verizon New** Amendment 5 Effective AGREEMENT UNDER Jersey Inc., 9/13/96 Eastern SECTIONS 251 AND 252 f/k/a Bell Atlantic - New Jersey, Inc. **TeleLogic** OF THE **TELECOMMUNICATIONS ACT OF 1996** TCG Delaware Dated as of September Valley, Inc., 13, 1996 f/k/a Eastern by and between TeleLogic **BELL ATLANTIC-NEW** Corporation JERSEY, INC. and **EASTERN TELELOGIC CORPORATION New Jersey** INTERCONNECTION **Verizon New Effective** Amendment 5 2/3/97 AGREEMENT UNDER Jersey Inc., TC Systems, Inc. SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - New Jersey, Inc. **TELECOMMUNICATIONS ACT OF 1996** Teleport Communications Dated as of February 3, New York, 1997 f/k/a TC Systems, by and between **BELL ATLANTIC - NEW** Inc. JERSEY, INC. and TC SYSTEMS, 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 Amendment 4 **New York** INTERCONNECTION Verizon New York **Effective** AGREEMENT UNDER 6/24/02 Inc., SECTIONS 251 AND 252 f/k/a New York Telephone OF THE **TELECOMMUNICATIONS** Company **ACT OF 1996** Dated as of June 24. **Teleport** 2002 **Communications** by and between Group Inc. **VERIZON NEW YORK** INC. and **TELEPORT COMMUNICATIONS GROUP INC.** TCG INTERCONNECTION AGREEMENTS **North Carolina Adopted Agreement: Verizon South** Adoption Amendment 2 Inc., **Effective** 12/8/00 (TCG adopted the INTERCONNECTION, f/k/a GTE South terms of the **RESALE** Incorporated AT&T agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications between AT&T of the Southern **COMMUNICATIONS OF** States, Inc. (TCG THE SOUTHERN of the Carolinas, STATES, INC. 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 EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Ohio **Adopted Agreement:** Adoption Amendment 2 **Verizon North Inc.**, f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 6/2/04 terms of the **RESALE** AT&T agreement) AND UNBUNDLING AT&T **Communications AGREEMENT** between of Ohio, Inc. (TCG **GTE NORTH** Ohio, Inc., adoptee) **INCORPORATED** and AT&T **COMMUNICATIONS OF** OHIO, INC. TCG INTERCONNECTION AGREEMENTS Verizon Northwest Oregon **Adopted Agreement: Adoption Amendment 3 Effective** Inc.. (TCG adopted the f/k/a GTE 4/23/99 INTERCONNECTION, terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **Communications GTE NORTHWEST INCORPORATED** of the Pacific Northwest, Inc. and (TCG Oregon, AT&T **COMMUNICATIONS OF** adoptee) THE PACIFIC 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** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Verizon Pennsylvania INTERCONNECTION **Effective** Amendment 3 (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** Dated as of February 3, **TCG Pittsburgh** 1997 by and between **BELL ATLANTIC -**PENNSYLVANIA, INC. and **TCG - PITTSBURGH** Pennsylvania INTERCONNECTION Verizon **Effective Amendment 4** (former Bell Pennsylvania Inc., 9/13/96 AGREEMENT UNDER Atlantic) f/k/a Bell Atlantic SECTIONS 251 AND 252 OF THE - Pennsylvania, Eastern **TELECOMMUNICATIONS** Inc. TeleLogic **ACT OF 1996** Dated as of September **TCG Delaware** 13, 1996 Valley, Inc., f/k/a Eastern by and between **BELL ATLANTIC-**TeleLogic PENNSYLVANIA, INC. Corporation and **EASTERN TELELOGIC CORPORATION**

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

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 Amendment 3 Texas **Adopted Agreement: GTE Southwest** Adoption Incorporated, **Effective** (TCG adopted the INTERCONNECTION, d/b/a Verizon 2/20/98 terms of the Southwest **RESALE** AT&T agreement) AND UNBUNDLING AT&T **AGREEMENT** between **Communications GTE SOUTHWEST** of the Southwest, **INCORPORATED AND** Inc. (TCG Dallas **CONTEL OF TEXAS, INC.** and Teleport **Communications** and AT&T Houston, Inc., **COMMUNICATIONS OF** adoptee) THE SOUTHWEST, INC. TCG INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective Amendment 3** (former Bell 10/8/02 AGREEMENT UNDER 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** Amendment 2 Adoption (former GTE) **Effective** Inc., Interim Virginia Cof/k/a GTE South 7/22/97 **Carrier Agreement** (TCG adopted the Incorporated terms of the MCI between MFS Intelenet of Worldcom Virginia, Inc. and GTE MCI WORLDCOM 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 **Effective** Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE 4/21/99 terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated **AGREEMENT** AT&T between **GTE NORTHWEST Communications INCORPORATED** of the Pacific and Northwest, Inc. AT&T (TCG Seattle, **COMMUNICATIONS OF** adoptee) THE PACIFIC 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** IS PARTIES DATE **AMENDMENT NUMBER** TCG INTERCONNECTION AGREEMENTS Washington, DC INTERCONNECTION **Effective** Amendment 5 Verizon AGREEMENT UNDER Washington, DC 2/3/97 **SECTIONS 251 AND 252** Inc., f/k/a Bell Atlantic OF THE **TELECOMMUNICATIONS** - Washington, **ACT OF 1996** D.C., Inc. Dated as of February 3 1997 Teleport by and between **Communications BELL ATLANTIC -**- Washington, WASHINGTON, D.C., D.C., Inc. INC. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS Verizon West **West Virginia Adopted Agreement: Adoption Amendment 3** Virginia Inc., **Effective** (TCG adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic 6/15/02 terms of the - West Virginia, INTERCONNECTION **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 EFFECTIVE** NAMES OF **EXACT TITLE OF ICA** STATE 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 **RESALE** AT&T agreement) AND UNBUNDLING AT&T Communications **AGREEMENT** between of Wisconsin, Inc. AT&T (TCG Milwaukee, **COMMUNICATIONS OF** Inc., adoptee) WISCONSIN, INC. 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

Recurring Charges:
Density Cell
1 - \$30.00/Month
Density Cell:
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	Density Cell:
2 Wile Bigini Boop	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	1B - \$14.21/Month
Start	
	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse	
Battery	
	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 34 (09/01/05)

Service or Element Description:	Recurring 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

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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 35 (09/01/05)

Service or Element Description:	Recurring Charges:
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	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

Onbunaled 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	<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	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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 37 (09/01/05)

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

Unbundled Loops - Nevada

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	Density Cell:
Unbundling	1 - \$12.45/Month
ISDN-BRI Loop	Density Cell 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell: 1 - \$75.22/Month

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

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

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	<u>Density Cell</u> 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 rates.

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%