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ORIGINAL

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August 21, 2006

VIA UPS OVERNIGHT

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

AUG 21 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


RE: Joint Filing of
Verizon Pennsylvania Inc. and AT&T Communications of Pennsylvania
for Approval of an Interconnection Agreement
Dkt. No. ~~A-31125 F7000~~ A-31163 F 7000

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of Amendment No. 3 to the Interconnection Agreement between Verizon Pennsylvania Inc. and AT&T Communications of Pennsylvania, which Agreement was approved by the Commission by Order entered on August 30, 2002 in Docket A-310125. This Amendment should be attached to and made part of the approved Agreement. The Amendment is deemed to be effective as of July 1, 2006 and was signed by the two parties' signers on August 4, 2006 and August 9, 2006 respectively. Thus, this Joint Filing is being made within 30 days of the day that the Amendment was signed, as required by ordering Paragraph 5 of the Commission's May 3, 2004 Final Order in Docket No. M-00960799. Notice of this filing is being provided to AT&T Communications of Pennsylvania by copy of this letter.

Please date stamp the enclosed additional copy of the amendment and return it to me in the enclosed self-addressed, stamped envelope.

Very truly yours,


Cynthia L. Randall

DOCUMENT
FOLDER

CLR/slb
Enclosure

cc: Jerry Hicks, Local Contract Manager, AT&T
Attached Service List

109

A-311163 F 7000

RECEIVED

AUG 21 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of July 1, 2006 (the "Effective Date"), amends each Interconnection Agreement, between a Verizon incumbent local exchange carrier ("ILEC") affiliate (individually and, collectively, "Verizon" or the "Verizon Parties") and an AT&T wireline competitive local exchange carrier ("CLEC") affiliate (individually and, collectively, "AT&T" or the "AT&T Parties"), that is listed in Attachment 1 hereto. Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties". The term "affiliate", 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 the Interconnection Agreements.

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain billing and related matters associated with services provided under Section 251 of the Act, as set forth in Attachment 2 hereto.

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

1. Amendments to Interconnection Agreements. The Parties agree that the terms and conditions set forth in Attachment 2 hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein.
2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

DOCUMENT
FOLDER

DOCKETED

AUG 25 2006

3. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted *solely for convenience of reference and in no way define or limit the scope or substance* of any term or provision of this Amendment.
5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, each Party shall have the right to terminate this Amendment after thirty (30) days advance written notice.

SIGNATURE PAGE

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

THE AT&T PARTIES

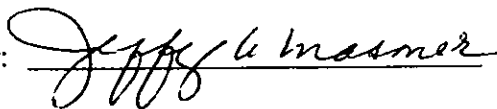
By: 

Printed: Stephen G. Huels

Title: Vice President
Global Access Management

Date: August 4, 2006

THE VERIZON PARTIES

By: 

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services
Policy & Planning

Date: 8/9/2006

Attachment 1

Interconnection Agreements Between The Parties Subject To This Amendment

Attachment 1 to Amendment to Interconnection Agreements				
Interconnection Agreements Between The Parties Subject to this Amendment				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 5
ACC INTERCONNECTION AGREEMENTS				
Washington, DC	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP.	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp.	Effective 6/8/98	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements				
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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Connecticut (ACC assigned its Connecticut agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT	Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic – New York ACC Long Distance of Connecticut Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
Delaware	AGREEMENT between Bell Atlantic -- Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997	Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc. AT&T Communications of Delaware, Inc.	Effective 9/30/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
<p align="center">Maine</p> <p>(ACC assigned its Maine agreement to AT&T)</p>	<p>Assigned Agreement:</p> <p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996</p> <p>Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - MAINE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Maine</p> <p>ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)</p>	<p align="center">Effective 4/7/99</p>	<p align="center">Amendment 4</p>
AT&T INTERCONNECTION AGREEMENTS				
<p align="center">Maryland</p>	<p align="center">AGREEMENT between Bell Atlantic -- Maryland, Inc. and AT&T Communications of Maryland, Inc.</p> <p align="center">Effective Date: August 1, 1997</p>	<p>Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc.</p> <p align="center">AT&T Communications of Maryland, Inc.</p>	<p align="center">Effective 8/1/97</p>	<p align="center">Amendment 5</p>

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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts AT&T Communications of New England, Inc.	Effective 4/13/98	Amendment 4
AT&T INTERCONNECTION AGREEMENTS				
New Hampshire (ACC assigned its New Hampshire agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 4

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AT&T INTERCONNECTION AGREEMENTS				
New Jersey (AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications of New Jersey, L.P.)	AGREEMENT between Bell Atlantic -- New Jersey, Inc. and AT&T Communications of New Jersey, Inc. Effective Date: September 15, 1997	Verizon New Jersey Inc., f/k/a Bell Atlantic -- New Jersey, Inc. AT&T Communications of New Jersey, Inc. (AT&T Communications of New Jersey, L.P., assignee)	Effective 9/15/97	Amendment 6
AT&T INTERCONNECTION AGREEMENTS				
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 3

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AT&T INTERCONNECTION AGREEMENTS				
Rhode Island (ACC assigned its Rhode Island agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 7, 1999 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a BELL ATLANTIC - RHODE ISLAND and ACC NATIONAL TELECOM CORP.	Verizon New England, Inc. d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 4/7/99	Amendment 5
AT&T INTERCONNECTION AGREEMENTS				
Vermont (ACC assigned its Vermont agreement to AT&T)	Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between BELL ATLANTIC - VERMONT and ACC NATIONAL TELECOM CORP.	Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee)	Effective 6/10/98	Amendment 4

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AT&T INTERCONNECTION AGREEMENTS				
Virginia (former Bell Atlantic)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. AT&T Communications of Virginia, Inc.	Effective 10/8/02	Amendment 4
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 5

Attachment 1 to Amendment to Interconnection Agreements				
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AT&T INTERCONNECTION AGREEMENTS				
West Virginia (AT&T adopted the terms of the MCImetro agreement)	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997 MCImetro/Bell Atlantic Interconnection Agreement between MCImetro Access Transmission Services, Inc. ("MCI") and Bell Atlantic-West Virginia, Inc.	Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc. MCImetro Access Transmission Services, Inc. (AT&T Communications of West Virginia, Inc., adoptee)	Adoption Effective 2/10/99	Amendment 4
TCG INTERCONNECTION AGREEMENTS				
Delaware	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-DELAWARE, INC. and EASTERN TELELOGIC CORPORATION	Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 9

Attachment 1 to Amendment to Interconnection Agreements				
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TCG INTERCONNECTION AGREEMENTS				
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. TCG - Maryland	Effective 2/3/97	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
Massachusetts	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC- MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts Teleport Communications- Boston, Inc., f/k/a Teleport Communications Boston	Effective 10/29/97	Amendment 6

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
<p>New Hampshire (TCG adopted the terms of the AT&T agreement, originally assigned to AT&T by ACC)</p>	<p>Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.</p>	<p>Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee, TCG New Hampshire, Inc., adoptee)</p>	<p>Adoption Effective 6/18/02</p>	<p>Amendment 4</p>
TCG INTERCONNECTION AGREEMENTS				
<p>New Jersey Eastern TeleLogic</p>	<p>INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION</p>	<p>Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation</p>	<p>Effective 9/13/96</p>	<p>Amendment 7</p>

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TCG INTERCONNECTION AGREEMENTS				
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - NEW JERSEY, INC. and TC SYSTEMS, INC.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Teleport Communications New York, f/k/a TC Systems, Inc.	Effective 2/3/97	Amendment 7
TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) TCG Pittsburgh	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Pittsburgh	Effective 2/3/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

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TCG INTERCONNECTION AGREEMENTS				
Pennsylvania (former Bell Atlantic) Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-PENNSYLVANIA, INC. and EASTERN TELELOGIC CORPORATION	Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 5
TCG INTERCONNECTION AGREEMENTS				
Rhode Island	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND	Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island TCG Rhode Island	Effective 4/21/99	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
Virginia (former Bell Atlantic)	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.	Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. TCG Virginia, Inc.	Effective 10/8/02	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties Subject to this Amendment

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
TCG INTERCONNECTION AGREEMENTS				
Washington, DC	<p align="center">INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3 1997 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and TELEPORT COMMUNICATIONS - WASHINGTON, D.C., INC.</p>	<p align="center">Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.</p> <p align="center">Teleport Communications - Washington, D.C., Inc.</p>	Effective 2/3/97	Amendment 6
TCG INTERCONNECTION AGREEMENTS				
West Virginia (TCG adopted the terms of the MCImetro agreement)	<p>Adopted Agreement:</p> <p>MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997</p> <p>Agreement between MCImetro Access Transmission Services, Inc. and Bell Atlantic-West Virginia, Inc.</p>	<p>Verizon West Virginia Inc., f/k/a Bell Atlantic - West Virginia, Inc.</p> <p>MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)</p>	Adoption Effective 6/15/02	Amendment 4

Attachment 2

Terms and Conditions

1. Definitions.

Notwithstanding anything to the contrary in the Interconnection Agreements, this Amendment, in any applicable tariff or SGAT, or otherwise (including a change to applicable law effected after the Effective Date), the terms defined in this Section (or elsewhere in this Amendment) shall have the respective meanings set forth in this Amendment. A defined term intended to convey the meaning stated in this Amendment is capitalized when used. Other terms that are capitalized, and not defined in this Amendment, shall have the meaning set forth in the Act. Unless the context clearly indicates otherwise, any term defined in this Amendment that is defined or used in the singular shall include the plural, and any term defined in this Amendment that is defined or used in the plural shall include the singular. The words "shall" and "will" are used interchangeably, and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party. The terms defined in this Amendment have the meanings stated herein for the purpose of this Amendment only, do not otherwise supersede terms defined in the Interconnection Agreement and are not to be used for any other purpose. By agreeing to use the definitions of terms used in this Amendment, neither Party is conceding the definition of a term for any other purpose.

(a) "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended from time to time (including by the Telecommunications Act of 1996).

(b) "Effective Date" means July 1, 2006.

(c) "OSS Interface Change Management Process" means the collaborative process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; and which may include such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings. Such process is set forth in the "Wholesale Network Services OSS Interface Change Management Process" document version 2.1 and dated April 5, 2001 and may be amended from time to time in accordance with the terms of such process.

(d) "Resold Services" means those Verizon Telecommunications Services (as defined in the Act) that Verizon, as and to the extent required by Applicable Law, will make available to AT&T, in accordance with Section 251(b)(1) of the Act, for resale, subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and the Interconnection Agreements. The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

(e) "Service" means any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under one or more of the Interconnection Agreements.

2. **Intentionally Left Blank.**

3. **General Requirements.**

(a) This Amendment sets forth terms and conditions under which the Parties shall issue all Invoices for Services provided under the Interconnection Agreements, as well as the terms and conditions for payment of such Invoices; provided, however, for the avoidance of any doubt, access services provided under a Party's interstate or intrastate access Tariffs are not included within the Services covered by this Amendment.

(b) Verizon shall recognize AT&T as the customer of record for all Services obtained under the Interconnection Agreements, and will send all notices, Invoices and other pertinent information directly to AT&T. However, if a Customer of AT&T for certain services is also a Customer of Verizon with respect to other particular services (e.g., intraLATA toll services or customer premise equipment), Verizon shall recognize such Customer as the customer of record with respect to such Verizon services.

(c) Each Party's electronic Invoices will be formatted in accordance with CABS Billing Output Specifications (BOS) for all charges, credit adjustments (as applicable), and Services for which the OBF and/or Telcordia's CABS BOS Technical Review Group (TRG) has developed guidelines. The additional requirements for CABS billing under this Section are set forth in Section 4.

(d) Each Party shall provide Invoices to the other Party, on a monthly basis, for Services rendered under the Interconnection Agreements; such Invoices shall include: (i) non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (ii) any known, non-usage sensitive charges not yet billed (whether unbilled or underbilled) for a prior period(s), provided that the billing for such prior period(s) does not exceed the Backbill limitation set forth in Section 3(e) below (as applicable, based on the terms of Section 3(e)(iv)), (iii) usage sensitive charges incurred for the period beginning with the last Bill Date and extending up to, but not including, the current Bill Date, (iv) any known usage sensitive charges not yet billed (whether unbilled or underbilled) for prior periods, provided that the billing for such prior period(s) does not exceed the Backbill limitation set forth in Section 3(e) below (as applicable, based on the terms of Section 3(e)(iv)), and (v) any applicable, known adjustments not yet applied. Each Invoice shall set forth the quantity and description, as applicable, of the Services provided under the Interconnection Agreements. A CSR (Customer Service Record) will automatically be included with each monthly Verizon Invoice for each applicable Billing Account Number (BAN). The

CSR is an inventory of recurring Services provided to the CLEC and, in addition to other information, includes for each such recurring Service the quantity, the Universal Service Order Code (USOC), description and monthly recurring charge.

(e) Each Party may send Invoices to the other Party containing amounts found to be unbilled or underbilled for prior billing periods ("Backbill Amounts") subject to the following limitations:

(i) Subject to the exceptions set forth in Section 3(e)(iv) below, the billed Party shall not be liable for Backbill Amounts included in an Invoice submitted by the billing Party for charges incurred by the billed Party if such Backbill Amounts were incurred earlier than eighteen (18) months prior to the date of the Invoice including such Backbill Amounts. The billing Party shall exercise good faith efforts to not submit Invoices to the billed Party containing Backbill Amounts incurred by the billed Party earlier than eighteen (18) months prior to the date of the Invoice including such Backbill Amounts. For the avoidance of any doubt, the foregoing Backbill Amount limitation shall also apply to any unbilled or underbilled amounts associated with charges that rely on data from third parties. For purposes of this Section 3(e), charges shall be deemed incurred (A) for Services charged on a usage-sensitive basis, upon the date recording of such usage occurred (or should have occurred) and (B) for all other Services, upon the first day of the billing cycle in which the billed Party used (or was provided) such Services.

(ii) Except as set forth in Section 3(e)(iv) below, (A) neither Verizon nor AT&T will bill or charge the other Party for charges incurred by the other Party outside the Backbill Amount limitation defined in Section 3(e)(i) above, and (B) neither AT&T nor Verizon will be liable for charges, contained in Invoices, that were incurred earlier than the Backbill Amount limitation defined in Section 3(e)(i) above; provided, however, the billing Party may, of course, exercise its rights consistent with the dispute resolution provisions of the Interconnection Agreement with respect to Backbill Amounts for which the billing Party provided an Invoice within such Backbill Amount limitation.

(iii) Notwithstanding any other provision of this Amendment, any Invoices containing Backbill Amounts that the billing Party may submit to the billed Party after the expiration or termination of the Interconnection Agreement, which amounts are with respect to charges incurred prior to such expiration or termination of an Interconnection Agreement, shall be subject to the Backbill Amount limitation defined in Section 3(e)(i) above (together with the exceptions thereto, if applicable, set forth in Section 3(e)(iv)).

(iv) Notwithstanding any other provision of the Interconnection Agreements, the billing Party may send Invoices containing Backbill Amounts for charges incurred by the billed Party earlier than the Backbill Amount limitation defined in Section 3(e)(i) above, and the billed Party shall be liable for such Backbill Amounts (subject, however, to bona fide billing disputes, if any, relating to aspects of the Invoices other than the Backbill Amount limitation defined in Section 3(e)(i) above), if the failure to bill or underbilling was caused by the acts, failure or refusal to act, errors or omissions of the billed Party or its agents, or intentional

misconduct of the billed Party or its agents, including, without limitation, fraud, misrepresentation, or intentional alteration (or nonprovision) of call records.

(f) Except as otherwise set forth in Section 6 and, to the extent the Invoice sent by the billing Party is in a mechanized format (e.g., as of the Effective Date, the Invoice is a CABS BOS Bill Data Tape formatted Invoice sent via electronic transmission), such Invoice shall be deemed to be the official Invoice, and paper Invoices are "official" only when the established billing for a Service under the Interconnection Agreements is not in such mechanized format.

(g) *The first copy of the official Invoice will be sent free of charge. If either Party requests an additional copy(ies) of an Invoice, such Party shall pay the other Party a fee per additional Invoice copy, unless such copy was requested due to errors, omissions or corrections by the billing Party, or the failure of the transmission to comply with the specifications set forth in this Amendment. Any such fee shall be as set forth in the billing Party's applicable Tariff(s), or, if not so set forth, as mutually agreed by the Parties.*

(h) Except as otherwise (i) permitted by Applicable Law or the Interconnection Agreements (e.g., via applicable rates set forth in the Interconnection Agreements) or (ii) mutually agreed upon by the Parties, each Party shall be responsible for (A) all costs and expenses it incurs in complying with its obligations under this Amendment and (B) the development, modification, technical installation and maintenance of any systems or other infrastructure that it requires to comply with and to continue complying with its responsibilities and obligations under this Amendment.

(i) Upon request, each Party shall provide the other Party, at no additional charge, applicable contact numbers for the handling of any billing questions or problems that may develop during the implementation and performance of the terms and conditions of this Section.

(j) Each Party shall identify to the other Party the names and addresses of designated recipients for written and electronic (i.e., via email) correspondence that relate to billing matters under the Interconnection Agreements, including but not limited to, changes in a billing address and notice of billing claims. If a Party elects to change its designated recipient(s), then that change must be made in writing to the other Party's current designated recipient.

4. Use of Electronic Bill Media.

(a) Verizon and AT&T agree that each Party will transmit billing information and data in CABS:BOS format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit for Connect: Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If Verizon has an established Connect: Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Verizon must provide AT&T its Connect: Direct Node ID and corresponding VTAM APPL ID before the first

transmission of data via Connect:Direct. AT&T will supply to Verizon its RACF ID and password before the first transmission of data via Connect:Direct. Each Party shall provide to the other Party, in written form, all applicable dataset format information. Any changes to either Party's Connect: Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

(b) For CABS-billed services, Verizon will assign to AT&T separate BAN(s) per each type of Service for which it renders an Invoice to AT&T.

(c) The Parties will issue all CABS Invoices in accordance with the terms and conditions set forth in this Section. Each Party will establish monthly CABS billing dates ("Bill Date") for each BAN, which Bill Date will be the same date month to month and shall be present on each Invoice transmitted. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. Each Party will provide one Invoice associated with each BAN. Each Invoice must contain an Invoice number (which will vary from month to month).

(d) All Invoices rendered by each Party to the other Party pursuant to CABS/BOS billing output specifications shall contain billing data and information in accordance with the most current applicable CABS version, as published by Telcordia Technologies, Inc., or its successor. Each Party shall implement each new CABS version within the standard implementation window as defined by CABS BOS Guidelines.

5. Electronic Transmission for CABS Invoices.

(a) The Parties agree that if the billing Party transmits data to the other Party in a mechanized format, the billing Party will also comply with the following specifications:

- (i) The BAN, and Invoice number, will not contain embedded spaces or low values.
- (ii) The Bill Date will not contain spaces or non-numeric values.
- (iii) Each Invoice must contain at least one detail record.
- (iv) Any "From" Date should be equal to or less than the associated "Thru" Date and neither date can contain spaces.

(b) AT&T and Verizon shall provide each other reasonable notice if a billing transmission is received and cannot be processed. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment Due Date for such resubmitted transmission(s) will be as set forth in Section 10.

6. Use of Other Bill Media.

(a) In the event that electronic transmission of billing information and data via Connect:Direct is unavailable due to service outage, or as otherwise mutually agreed to by the Parties, the Parties will transmit billing information and data to each other via cartridge tape, paper or such other alternative medium as agreed to by AT&T and Verizon for the duration of the service outage or as agreed. The Invoice that is transmitted via such alternative medium is deemed to be the official Invoice until such time as electronic transmission via Connect:Direct resumes. Within a reasonable time period following service restoration, electronic transmission of billing information and data via Connect:Direct shall resume. Each Party shall notify the other Party of the correct billing address(es).

(b) To the extent Service(s) provided under the Interconnection Agreements are not billed via electronic transmission of billing information and if there are no industry-standard billing formats for the billing of such Service(s), the billing medium for such Service(s) will be paper, to include the minimum content requirements contained within this Section 6(b), unless some other billing medium is established in accordance with Verizon's OSS Interface Change Management Process. Unless otherwise agreed between the Parties, the billing Party shall include information for each individual BAN sufficient to enable the billed Party to identify the charges being billed, the type of service ordered, and, where applicable, the usage period to which the billed charges apply.

(c) For paper Invoices each Party will establish Bill Dates for each BAN, which Bill Date will be the same date month to month. For paper Invoices, each Party will provide one Invoice associated with each BAN. Each Invoice must contain an Invoice number (which will vary from month to month).

7. Testing Requirements.

At least fifteen (15) business days prior to the billing Party changing to a new CABS version for its CABS BOS BDT formatted billing or, at least fifteen (15) business days prior to the billing Party introducing CABS BOS BDT formatted Invoices for the first time in conjunction with Services provided under the Interconnection Agreements, the billing Party will send Invoice data in such mechanized format according to this Section, for testing to ensure that the Invoices can be processed and that the Invoices comply with the requirements of this Section. The billed Party will notify the billing Party within a commercially reasonable time period specified by the billing Party or such other time period as may be agreed to by the Parties if the billing test file fails to meet CABS/BOS specifications as set forth in this Amendment. To the extent the billing test file fails to meet CABS/BOS specifications as set forth in this Amendment as a result of errors by the billing Party, the billing Party shall make the necessary corrections within a commercially reasonable time period specified by the billing Party or such other time period as may be agreed to by the Parties to ensure that the billing test file meets CABS/BOS specifications as set forth in this Amendment.

8. Customer Usage Detail Information-General Requirements.

(a) Verizon will provide to AT&T Customer Usage Detail Information with respect to applicable traffic originating from AT&T Customers, that AT&T serves using Resold Services, subject to and in accordance with the rates, terms and conditions of Verizon's applicable Tariffs or, in the absence of such Tariffs, the rates, terms and conditions set forth in the Interconnection Agreements. Such Customer Usage Detail provided in conjunction with Resold Services shall be provided with no rounding of billable time on unrated usage to full minutes. Customer Usage Detail Information generally includes, but may not be limited to, the following categories of information, to the extent that Verizon records such data in the ordinary course of its business: (i) completed calls, including, 800 calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where Verizon provides such Operator Service with respect to an AT&T Customer.

(b) Verizon will provide to AT&T Customer Usage Detail Information (e.g., CAT 10 and CAT 11 records) as EMI records formatted in accordance with EMI industry standard guidelines adopted by the Ordering and Billing Forum.

(c) The Customer Usage Detail Information records shall be transmitted by Verizon to AT&T daily (via a daily usage file ("DUF")), Monday through Friday, except holidays observed by either Party's data centers. These records shall be transmitted in EMI format via Connect:Direct, provided, however, that if AT&T and Verizon do not have Connect:Direct capabilities, such records shall be transmitted as the Parties agree. Verizon and AT&T agree that they will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

(d) Upon request, Verizon will establish a point of contact to whom AT&T may submit its call usage, data error, and record transmission inquiries.

(e) Changes to the DUF (e.g., usage data EMI format, content, and transmission processes) will be tested in accordance with Verizon's OSS Interface Change Management Process.

9. Selected Third Party Call Recording Information.

When a third party local exchange carrier or Commercial Mobile Radio Service (CMRS) carrier utilizes Verizon's Tandem to deliver that carrier's applicable originating traffic to an AT&T-owned Central Office Switch for termination to AT&T's Customers, at AT&T's written request, Verizon will provide to AT&T the terminating billing records that Verizon has for such third party carrier originated calls. The records shall be formatted in accordance with EMI industry standard guidelines adopted by the Ordering and Billing Forum.

10. Billing and Payment of Charges.

(a) Except as may otherwise be provided in this Amendment, each Party shall submit via electronic transmission (as set forth in this Amendment) on a monthly basis, an itemized statement of charges incurred by the other Party during the preceding month(s) for Services rendered hereunder (an "Invoice"). Payment of billed amounts under this Amendment, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on or before the later of the following dates (the "Due Date"): (i) the due date specified in the Invoice, which shall reflect a thirty (30) day bill cycle; or (ii) twenty (20) calendar days after the date the final electronic Invoice is received by the billed Party (as evidenced by the electronic transmission records), or to the extent Invoices are transmitted via an alternative medium (other than electronic transmission) pursuant to Section 6 of this Amendment, twenty (20) calendar days from the receipt of such Invoices by the billed Party. If such payment Due Date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such Invoices will be due from the billed Party as follows: (A) if such payment Due Date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment Due Date shall be the first non-Holiday day following such Sunday or Legal Holiday; or (B) if such payment Due Date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment Due Date shall be the last non-Holiday day preceding such Saturday or Legal Holiday. For purposes of this section, a "Legal Holiday" is defined as a day other than Saturday or Sunday which is designated a bank holiday by the Federal Reserve (or such other bank as the Parties mutually agree upon).

(b) AT&T shall make all payments to Verizon in U.S. Dollars via electronic funds credit transfers through the Automated Clearing House Association (ACH) network or by wire transfer to the financial institution designated by Verizon. At least thirty (30) calendar days prior to the first transmission of billing data and information for payment, Verizon will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, Verizon will provide AT&T at least sixty (60) calendar days written notice of the change, and such notice will include the new banking information. Verizon shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer from AT&T shall be received by Verizon no later than the applicable Due Date of each Invoice or a Late Payment Charge will apply as provided in Section 12. Verizon shall not be liable for any delays in receipt of funds or errors in entries caused by AT&T or third parties, including AT&T's financial institution. AT&T is responsible for its own banking fees.

(c) Verizon shall make all payments to AT&T in U.S. Dollars through EFT or EDI to the bank identified on the AT&T remittance document. At least thirty (30) calendar days prior to the first transmission of billing data and information for payment, AT&T will provide the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, AT&T will provide Verizon at least sixty (60) calendar days written notice of the change and such notice will include the new banking information. AT&T shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Verizon payment shall be received by AT&T no later

than the applicable Due Date of each Invoice or a Late Payment Charge will apply as provided in Section 12. AT&T shall not be liable for any delays in receipt of funds or errors in entries caused by Verizon or third parties, including Verizon's financial institution. Verizon is responsible for its own banking fees.

(d) Verizon and AT&T shall provide each other with remittance advices, providing detailed account information for proper application of the payment made by the billed Party. The remittance advice shall be transmitted electronically by 1:00 A.M. Eastern Time on the date the payment is effective, via an 820 EDI or EFT process, or, if the Parties agree, through the ACH network. Such process shall be utilized by the Parties beginning no later than three (3) months after the Effective Date of this Amendment, unless otherwise agreed between the Parties.

(e) In the event the billed Party receives multiple and/or other Invoices from the billing Party that are payable on the same date, the billed Party may remit one payment for the sum of all such Invoices payable to the billing Party's bank account designated pursuant to the terms above, and the billed Party will provide the billing Party with a payment advice pursuant to Section 10(d).

11. Billing Disputes.

(a) If any portion of an amount billed by a Party under this Amendment is subject to a bona fide dispute between the Parties, the Party billed (the "Disputing Party") shall give written notice to the billing Party of the amounts it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For the avoidance of any doubt, the Disputing Party shall provide such notice of a bona fide dispute regardless of whether it pays the subject charges. The Disputing Party shall provide any such notices of a bona fide dispute to the billing Party as soon as reasonably possible after receiving an applicable Invoice; provided, however, if the Disputing Party does not provide to the billing Party a notice of a bona fide dispute within fifteen (15) months after the payment Due Date of the Invoice(s) containing the Disputed Amounts, the Disputing Party unconditionally and irrevocably waives any rights it might have to dispute the subject charges. The Disputing Party shall pay, when due, to the billing Party all amounts billed by the billing Party that are not subject to a bona fide dispute. Amounts due to the billing Party that are not paid by the payment Due Date shall be subject to a Late Payment Charge (as defined below) in accordance with the terms of Section 12.

(i) Verizon and AT&T agree that neither Verizon nor AT&T will make claims against the other Party or any affiliate of the other Party in any court, regulatory commission, arbitration tribunal, or other forum ("Billing Claims"), for credits, refunds, interest, penalties and/or related damages or the like except where written notice of a bona fide dispute has been given by the Disputing Party to the billing Party not later than fifteen (15) months after the payment Due Date(s) of the disputed Invoice(s) that are the subject of such Billing Claims.

(ii) Except as set forth above, payment of any amounts under this Amendment

does not constitute a waiver of either Party's rights under the terms of the Interconnection Agreements to contest its obligation to pay any amounts allegedly owed under such Interconnection Agreements or to seek a refund for any amount paid.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business (including escalation to higher levels of management, as applicable) within sixty (60) calendar days after delivery to the billing Party of notice of the Disputed Amount, then either Party may pursue dispute resolution pursuant to the terms of the Interconnection Agreements.

(c) The Parties agree that all negotiations pursuant to this Section 11 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

(d) If the Disputing Party disputes charges in accordance with this Section 11, and the dispute is finally resolved in favor of the Disputing Party, the billing Party shall credit the account of the Disputing Party for the subject amount (including any applicable Late Payment Charges (as defined below) calculated and assessed thereon in accordance with Section 12) finally adjudged in its favor. Such credit will be applied against any undisputed charges owed by the Disputing Party to the billing Party under the Interconnection Agreements. Any such credits will be listed separately on the Invoices to be paid by the Disputing Party. If the credit for the disputed amount is greater than the amount due on the Invoice or Invoices to be credited, the billing Party will pay any remaining amount to the Disputing Party via wire transfer, as elected by the Disputing Party.

(e) If the billing Party fails to credit the Disputing Party as required by Section 11(d), then the Disputing Party may elect to subtract the amount that has not been credited from the balance due on the next monthly Invoice received from the billing Party.

(f) The Parties agree to keep separate credits due on payable and receivable accounts.

12. Late Payment Charges.

If either Party fails to remit a payment (including, without limitation, a Late Payment Charge) for any charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty ("Late Payment Charge") shall be assessed. No other late payment fee applies to overdue amounts. The Late Payment Charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed Late Payment Charges) per month.

13. Alternate Billed Calls.

The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties separate from this Amendment.

14. Assurance of Payment.

(a) Upon request by Verizon, AT&T shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if AT&T (i) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (ii) fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to AT&T by Verizon, (iii) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon or (iv) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (A) a cash security deposit in U.S. dollars held in an account by Verizon or (B) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services, facilities or arrangements to be provided by Verizon to AT&T in connection with the Interconnection Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to AT&T in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve AT&T from compliance with Verizon's regulations as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the Services, facilities or arrangements rendered.

(b) If either Party defaults in the payment of an amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 11 hereof with respect to which the disputing Party has complied with the requirements of Section 11 in its entirety) or if either Party materially violates any other material provision of an Interconnection Agreement, and such

material default or violation shall continue for sixty (60) days after written notice in accordance with the Notice(s) provisions of the Interconnection Agreement, the other Party may terminate the Interconnection Agreement or suspend the provision of any or all Services thereunder by providing written notice to the defaulting Party as provided in this Section 14(b). At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the breaching Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Interconnection Agreement or suspend Service if the breach is not cured. Such written notice of its intention to terminate the Interconnection Agreement or suspend Service shall be posted by overnight mail, return receipt requested, and when sent to the breaching Party, shall be sent to the addresses identified in the Notice(s) provisions of the Interconnection Agreement. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Interconnection Agreement or suspend Service provided thereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Interconnection Agreement or the suspension of Service provided thereunder. Notwithstanding the above, no termination or suspension of Service shall take place if a federal or state regulatory body of competent jurisdiction issues an effective order prohibiting such termination or suspension.

15. Early Termination of Interconnection Agreement.

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 June 30, 2009, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after June 30, 2009 or are terminated pursuant to Section 16 of this Amendment, notwithstanding the fact that an Interconnection Agreement may expire or be terminated prior to that date. In case of the expiration or termination of an Interconnection Agreement prior to June 30, 2009, the terms contained herein shall continue to remain in effect through June 30, 2009 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after June 30, 2009, or are terminated pursuant to Section 16 of this Amendment.

16. Termination.

Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, upon thirty (30) days advance written notice, either Party may terminate this Amendment in its entirety, to take effect at any time after June 30, 2009.

SERVICE LIST

Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1921

William Lloyd
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Charles F. Hoffman
Office of Trial Staff
PA Public Utility Commission
Commonwealth Keystone Bldg
400 North Street
Harrisburg, PA 17105-3265

Office of Special Assistants
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Consumer Services
PA Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265

Bureau of Fixed Utility Services
PA Public Utility Commission
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Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

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AUG 21 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: August 25, 2006

SUBJECT: A-311163F7000

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

Joint Petition of Verizon Pennsylvania Inc. and AT & T
Communications of Pennsylvania for Approval of Amendment No. 3
to the Interconnection Agreement Under Section 252(e) of the
Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of Amendment No. 3 to the
Interconnection Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be
published on September 9, 2006. Comments are due on or before 10 days after the
publication of this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

DOCUMENT
FOLDER

DOCKETED

AUG 25 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of Verizon Pennsylvania Inc. and AT & T
Communications of Pennsylvania for Approval of Amendment No. 3
to the Interconnection Agreement Under Section 252(e) of The
Telecommunications Act of 1996.
Docket Number: A-311163F7000

Verizon Pennsylvania Inc. and AT & T Communications of Pennsylvania, by its
counsel, filed on August 21, 2006, at the Public Utility Commission, a Joint Petition for
approval of Amendment No. 3 to the Interconnection Agreement under Sections 251 and
252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with
the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg,
PA 17105-3265. All such Comments are due on or before 10 days after the date of
publication of this notice. Copies of the Verizon Pennsylvania Inc. and AT & T
Communications of Pennsylvania Joint Petition are on file with the Pennsylvania Public
Utility Commission and are available for public inspection.

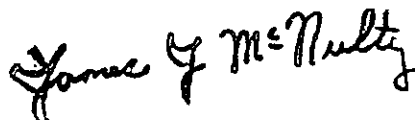
Contact person is Cheryl Walker Davis, Director, Office of Special Assistants,
(717) 787-1827.

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PA. CODE & BULLETIN

BY THE COMMISSION



James J. McNulty
Secretary

DOCUMENT
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DOCKETED

AUG 25 2006

Suzan DeBusk Paiva
Assistant General Counsel



ORIGINAL

Verizon Pennsylvania Inc.
1717 Arch Street, Floor 10
Philadelphia, PA 19103

Tel: (215) 466-4755
Fax: (215) 563-2658
Suzan.D.Paiva@Verizon.com

October 25, 2006

VIA UPS DELIVERY

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

DOCUMENT
FOLDER

RECEIVED

OCT 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Joint Filing of
Verizon Pennsylvania Inc.
and AT&T Communications of Pennsylvania
for Approval of an Interconnection Agreement
Dkt. No. A-311163 F7000

Dear Mr. McNulty:

Pursuant to the Public Utility Commission's Order entered on September 29, 2006, Verizon Pennsylvania Inc. was directed to file a true and correct copy of Amendment No. 3 to the parties' Interconnection Amendment, in electronic format. Accordingly, Verizon Pennsylvania Inc. hereby files a true and correct electronic copy of the Amendment, and of the underlying Agreement and of the earlier Amendments, in .pdf format, attached to the copy of this letter that is being sent to the Commission's Office of Special Assistants.

Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,

Suzan D. Paiva

SDP/slb

attachment: Data diskette (OSA only)

cc: Ms. Bobbi Lathrop, OSA (with data diskette)

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