#### 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 "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"). <u>Attachment 1</u> hereto lists, to the best of the Parties, "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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 1 (09/01/05)

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:

## AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 3 (09/01/05)

## Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 4 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconno	ation Agroomanta Datua	on The Dortice on	of Contombor	1 2005
Interconne	ction Agreements Betwe	en me Parties as		1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN	ſS	
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 TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS	Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp.	Effective 6/25/97	Amendment 3
		ECTION AGREEMEN	IS	
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24, 2002 by and between VERIZON NEW YORK INC. and ACC NATIONAL TELECOM CORP.	Verizon New York Inc. ACC National Telecom Corp.	Effective 6/24/02	Amendment 4

## AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 5 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
		1		
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	ACC INTERCONN	ECTION AGREEMEN	rs	
Washington, DC INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE Verizon Effective Amendme   Vashington, DC AGREEMENT UNDER SECTIONS 251 AND 252 OF THE Vashington, DC 6/8/98 6/8/98 Inc.,   TELECOMMUNICATIONS ACT OF 1996 Inc., Inc. Inc. Inc.   Dated as of June 8, 1998 by and between ACC National Inc. Inc.   BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP. Inc.				
Oalifamaia		IECTION AGREEMEN		American days and O
California	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE CALIFORNIA INCORPORATED, CONTEL OF CALIFORNIA, INC. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.	Verizon California Inc., f/k/a GTE California Incorporated AT&T Communications of California, Inc.	Effective 1/23/97	Amendment 8

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 6 (09/01/05)

Atta	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	on The Parties as	of Sontombor	1 2005
Interconne	CIION Agreements Detwe			1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN		
Connecticut	Assigned Agreement:	Verizon New York	Effective	Amendment 3
(ACC assigned its Connecticut agreement to AT&T)	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.	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)	6/10/98	
		L	Te	
Delaware	AGREEMENT between Bell Atlantic Delaware, Inc. and	Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc.	Effective 9/30/97	Amendment 4
	AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997	AT&T Communications of Delaware, Inc.		

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 7 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	Interconnection Agreements Between The Parties as of September 1, 2005			
	5			,
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T INTERCONN	ECTION AGREEMEN	TS	
Florida	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT	Verizon Florida Inc., f/k/a GTE Florida Incorporated	Effective 8/1/97	Amendment 5
	between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC.	AT&T Communications of the Southern States, Inc.		
	AT&T INTERCONN	ECTION AGREEMEN	TS	
Idaho (AT&T adopted the terms of the Pathnet agreement)	Adopted Agreement: Interconnection, Resale and Unbundling Agreement Between GTE Northwest INCORPORATED and PATHNET, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated Pathnet, Inc. (AT&T Communications of the Mountain	Adoption Effective 7/10/01	Amendment 2
		States, Inc.,		
		adoptee)		l
Illinois	AT&T INTERCONN INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT among GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC.	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of Illinois, Inc.	TS Effective 6/28/99	Amendment 4

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 8 (09/01/05)

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

#### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 9 (09/01/05)

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

#### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 10 (09/01/05)

Atta	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T INTERCONN	ECTION AGREEMEN	TS	
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	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 3
	TELECOM CORP.			
		ECTION AGREEMEN		
New Jersey	AGREEMENT between	Verizon New Jersey Inc.,	Effective 9/15/97	Amendment 4
(AT&T	Bell Atlantic New	f/k/a Bell Atlantic -		
Communications	Jersey, Inc.	New Jersey, Inc.		
of New Jersey, Inc., assigned its	and AT&T Communications	AT&T		
agreement to	of New Jersey, Inc.	Communications		
AT&T	Effective Date:	of New Jersey,		
Communications of New Jersey, L.P.)	September 15, 1997	Inc. (AT&T Communications of New Jersey, L.P., assignee)		

#### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 11 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	ction Agreements Betwe	en 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
	AT&T INTERCONN	IECTION AGREEMEN	TS	NOMBER
New York	INTERCONNECTION	Verizon New York	Effective	Amendment 4
New Fork	AGREEMENT UNDER SECTIONS 251 AND 252	Inc.	6/24/02	Amenument 4
	OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 24,	AT&T Communications of New York, Inc.		
	2002 by and between VERIZON NEW YORK INC.			
	and AT&T			
	COMMUNICATIONS OF NEW YORK, INC.			
		IECTION AGREEMEN		
North Carolina	INTERCONNECTION, RESALE AND UNBUNDLING	Verizon South Inc., f/k/a GTE South Incorporated	Effective 2/9/99	Amendment 2
	AGREEMENT between AT&T	AT&T Communications		
	COMMUNICATIONS OF THE SOUTHERN STATES, INC.	of the Southern States, Inc.		
	and GTE SOUTH INCORPORATED			
		IECTION AGREEMEN		
Ohio	INTERCONNECTION, RESALE AND UNBUNDLING	Verizon North Inc., f/k/a GTE North Incorporated	Effective 12/30/98	Amendment 4
	AGREEMENT	moorporatoa		
	between GTE NORTH INCORPORATED and	AT&T Communications of Ohio, Inc.		
	AT&T COMMUNICATIONS OF OHIO, INC.			
	AT&T INTERCONN	IECTION AGREEMEN	TS	

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 12 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	ction Agreements Betwe	en The Parties as	of 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
		ECTION AGREEMEN		
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
		ECTION AGREEMEN		
Pennsylvania (former GTE)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania, Inc.	Effective 10/12/99	Amendment 4

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 13 (09/01/05)

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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 14 (09/01/05)

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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 15 (09/01/05)

Atta	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	en The Parties 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.		
		ECTION AGREEMEN		
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
		ECTION AGREEMEN	TS	
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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 16 (09/01/05)

Atta	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AT&T INTERCONN	<b>IECTION AGREEMEN</b>	TS	
West Virginia	Adopted Agreement:	Verizon West	Adoption	Amendment 3
(AT&T adopted the terms of the MCImetro	MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997	Virginia Inc., f/k/a Bell Atlantic – West Virginia, Inc. MCImetro Access	Effective 2/10/99	
agreement)	MCImetro/Bell Atlantic Interconnection Agreement between	Transmission Services, Inc. (AT&T		
	MCImetro Access Transmission Services, Inc. ("MCIm") and Bell Atlantic-West Virginia,	Communications of West Virginia, Inc., adoptee)		
	Inc.			
		ECTION AGREEMEN	TS	
Wisconsin	INTERCONNECTION,	Verizon North Inc.,	Effective	Amendment 2
	RESALE	f/k/a GTE North	2/5/99	
	AND UNBUNDLING	Incorporated		
	AGREEMENT	•		
	between	AT&T		
	AT&T	Communications		
	COMMUNICATIONS OF	of Wisconsin, Inc.		
	WISCONSIN, INC.			
	and			
	GTE NORTH			
		ECTION AGREEMEN	re	
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6
Gamornia	Auopteu Agreement.	Inc.,	Effective	
(TCG Los Angeles	INTERCONNECTION,	f/k/a GTE	6/10/98	
adopted the	RESALE AND	California	0,10,00	
terms of the	UNBUNDLING	Incorporated		
MCImetro	AGREEMENT			
agreement)	BETWEEN	MCImetro Access		
<b>~</b> • • • •	GTE CALIFORNIA	Transmission		
	INCORPORATED	Services, Inc.		
	AND	(Teleport		
	MCImetro ACCESS	Communications		
	TRANSMISSION	Group, Inc. Los		
	SERVICES, INC.	Angeles, adoptee)		
	TCG INTERCONN	ECTION AGREEMEN	ſS	

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 17 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements					
Interconne	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	
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6	
(TCG San Diego adopted the terms of the MCImetro agreement)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA INCORPORATED AND MCImetro ACCESS	Inc., f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications	Effective 6/10/98		
	TRANSMISSION	Group Inc., San			
	SERVICES, INC.	Diego, adoptee)			
California	Adopted Agreement:	ECTION AGREEMEN Verizon California	Adoption	Amendment 6	
Cullornia	/ doptou / groomonti	Inc.,	Effective		
(TCG San	INTERCONNECTION,	f/k/a GTE	6/10/98		
Francisco	RESALE AND	California			
adopted the terms of the	UNBUNDLING AGREEMENT	Incorporated			
MCImetro	BETWEEN	MCImetro Access			
agreement)	GTE CALIFORNIA	Transmission			
	INCORPORATED	Services, Inc.			
		(Teleport			
	MCImetro ACCESS TRANSMISSION	Communications Group, Inc. San			
	SERVICES, INC.	Francisco,			
		adoptee)			
		ECTION AGREEMENT			
Delaware	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252	Verizon Delaware Inc., f/k/a Bell Atlantic –	Effective 9/13/96	Amendment 8	
	OF THE	Delaware, Inc.			
	ACT OF 1996 Dated as of September	TCG Delaware Valley, Inc.,			
	13, 1996	f/k/a Eastern			
	by and between	TeleLogic			
	BELL ATLANTIC-	Corporation			
	DELAWARE, INC. and				
	ailu				

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 18 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
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Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
	ž i i			
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	EASTERN TELELOGIC			
	CORPORATION			
	700 W755000W			
Flowida		ECTION AGREEMEN	1	
Florida (TCG adopted the terms of the AT&T	Adopted Agreement: INTERCONNECTION, RESALE	Verizon Florida Inc., f/k/a GTE Florida Incorporated	Adoption Effective 3/6/98	Amendment 4
agreement)	AND UNBUNDLING AGREEMENT between	AT&T Communications		
	AT&T COMMUNICATIONS OF THE SOUTHERN	of the Southern States, Inc. (TCG South Florida,		
	STATES, INC.	adoptee)		
	and			
	GTE FLORIDA INC.			
Illing a la		ECTION AGREEMEN	1	Arres and allocated O
Illinois (TCG adopted the terms of the AT&T	Adopted Agreement: INTERCONNECTION, RESALE	Verizon North Inc., f/k/a GTE North Incorporated, Verizon South Inc.,	Adoption Effective 6/2/04	Amendment 2
agreement)	AND UNBUNDLING AGREEMENT among	f/k/a GTE South Incorporated		
	GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, d/b/a GTE SYSTEMS OF	AT&T Communications of Illinois, Inc. (TCG Chicago and TCG Illinois,		
	ILLINOIS and AT&T	adoptee)		
	COMMUNICATIONS OF			
	ILLINOIS, INC.			
		ECTION AGREEMEN	rs	1
Indiana	Adopted Agreement:	Verizon North Inc., f/k/a GTE North	Adoption Effective	Amendment 2
(TCG adopted the	INTERCONNECTION,	Incorporated	5/21/03	
terms of the AT&T	RESALE AND UNBUNDLING	Contel of the South, Inc.,		
agreement)	AGREEMENT	d/b/a Verizon		
L			L	I

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 19 (09/01/05)

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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 20 (09/01/05)

Atta	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN	TS	
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	Effective 10/29/97	Amendment 4
	T00 N/T55000 N/	Boston		
		ECTION AGREEMEN		
Michigan (TCG adopted the terms of the AT&T agreement)	Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC.	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Michigan, Inc. (Teleport Communications Group Inc./TCG Detroit, adoptee)	Adoption Effective 11/24/99	Amendment 4
		ECTION AGREEMEN	TS	
New Hampshire (TCG adopted the terms of the AT&T agreement, originally	Adoption of Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252	Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and	Adoption Effective 6/18/02	Amendment 3

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 21 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
assigned to AT&T by ACC)	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.	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)		
New Jersey Eastern TeleLogic	TCG INTERCONN 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	ECTION AGREEMEN Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	rs Effective 9/13/96	Amendment 5
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - NEW JERSEY, 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 5

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 22 (09/01/05)

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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 23 (09/01/05)

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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 24 (09/01/05)

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

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 25 (09/01/05)

Att	Attachment 1 to Amendment to Interconnection Agreements			
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
		ECTION AGREEMEN	ГS	
Pennsylvania (former GTE) (TCG adopted the	Adopted Agreement: INTERCONNECTION, RESALE	Verizon North Inc., f/k/a GTE North Incorporated	Adoption Effective 1/26/00	Amendment 4
terms of the AT&T	AND UNBUNDLING	AT&T		
agreement)	AGREEMENT	Communications		
	between	of Pennsylvania,		
	GTE NORTH, INC.	Inc. (Teleport		
	and	Communications		
	AT&T COMMUNICATIONS OF	Group Inc./TCG		
	PENNSYLVANIA, INC.	Pittsburgh and TCG Delaware		
	PENNSTEVANIA, INC.	Valley, Inc.,		
		adoptees)		
		ECTION AGREEMEN		
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 TELECOMMUNICATIONS	Rhode Island,		
	ACT OF 1996	f/k/a New England Telephone and		
	Dated as of April 21, 1999	Telegraph		
	by and between	Company,		
	BELL ATLANTIC-RHODE	d/b/a Bell Atlantic		
	ISLAND	- Rhode Island		
	and			
	TCG RHODE ISLAND	TCG Rhode Island		

#### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 26 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
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Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	TCG INTERCONN	ECTION AGREEMEN	TS	
Texas	Adopted Agreement:	GTE Southwest	Adoption	Amendment 3
(TCG adopted the terms of the AT&T agreement)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT	Incorporated, d/b/a Verizon Southwest AT&T	Effective 2/20/98	
	between	Communications		
	GTE SOUTHWEST	of the Southwest,		
	INCORPORATED AND	Inc. (TCG Dallas		
	CONTEL OF TEXAS, INC.	and Teleport		
	and	Communications		
		Houston, Inc.,		
	COMMUNICATIONS OF THE SOUTHWEST, INC.	adoptee)		
		ECTION AGREEMEN	I IS	
Virginia		Verizon Virginia	Effective	Amendment 3
(former Bell	AGREEMENT UNDER	Inc.	10/8/02	Ameriament 3
Atlantic)	SECTIONS 251 AND 252	f/k/a Bell Atlantic –	10/0/02	
, alantio,	OF THE	Virginia, Inc.		
	TELECOMMUNICATIONS	···· 9······		
	ACT OF 1996	TCG Virginia, Inc.		
	Dated as of October 8,	0		
	2002			
	by and between			
	VERIZON VIRGINIA INC.			
	and			
	TCG VIRGINIA, INC.			
			TO	
Virginia		ECTION AGREEMEN	•	Amendment 2
Virginia (formor GTE)	Adopted Agreement:	Verizon South Inc.,	Adoption Effective	Amenament 2
(former GTE)	Interim Virginia Co-	f/k/a GTE South Incorporated	2/22/97	
(TCG adopted the	Carrier Agreement	incorporateu	1122131	
terms of the MCI	between MFS Intelenet of	MCI WORLDCOM		
Worldcom	Virginia, Inc. and GTE	Communications		
agreement)	South Incorporated	of Virginia, Inc.		
<b>U</b> ,		f/k/a MFS Intelenet		
		of Virginia, Inc.		
		(TCG Virginia, Inc.,		
		adoptee)		
	TCG INTERCONN	ECTION AGREEMEN	TS	

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 27 (09/01/05)

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
Washington	Adopted Agreement:	Verizon Northwest	Adoption	Amendment 2
(TCG adopted the terms of the AT&T agreement)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF	Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. (TCG Seattle, adoptee)	Effective 4/21/99	
	THE PACIFIC NORTHWEST, INC.			
Washington, DC	TCG INTERCONN 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.	ECTION AGREEMENT Verizon Washington, DC Inc., f/k/a Bell Atlantic – Washington, D.C., Inc. Teleport Communications – Washington, D.C., Inc.	Effective 2/3/97	Amendment 5
		ECTION AGREEMEN	rs	<u> </u>
West Virginia (TCG adopted the terms of the MCImetro	Adopted Agreement: MCImetro/Bell Atlantic INTERCONNECTION AGREEMENT 1997	Verizon West Virginia Inc., f/k/a Bell Atlantic – West Virginia, Inc.	Adoption Effective 6/15/02	Amendment 3
agreement)	Agreement between MCImetro Access Transmission Services, Inc. and Bell Atlantic-	MCImetro Access Transmission Services, LLC, f/k/a MCImetro Access		

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 28 (09/01/05)

Attachment 1 to Amendment to Interconnection Agreements				
Interconne	ction Agreements Betwe	en The Parties as	of September	1, 2005
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	West Virginia, Inc.	Transmission Services, Inc. (TCG Virginia, Inc., adoptee)		
	TCG INTERCONN	ECTION AGREEMEN	rs	
Wisconsin (TCG adopted the	Adopted Agreement: INTERCONNECTION,	Verizon North Inc., f/k/a GTE North Incorporated	Adoption Effective 11/24/03	Amendment 2
terms of the AT&T	RESALE	meorporated	11/24/00	
agreement)	AND UNBUNDLING	AT&T		
	AGREEMENT	Communications		
	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 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.

#### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 30 (09/01/05)

### Attachment 2 To Amendment to Interconnection Agreements

#### Appendix A – Monthly Recurring DS0 Loop Charges

## Unbundled Loops – Arizona

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

## Unbundled Loops – California

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

## **Unbundled Loops – Connecticut**

Service or Element Description:	<b>Recurring Charges:</b>
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	1B - \$10.04/Month
Battery	
Buttory	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	···· ····
r ····································	

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1B - \$11.31/Month

## Unbundled Loops – District of Columbia

Service or Element Description:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 32 (09/01/05)

## Unbundled Loops – Florida

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

### Unbundled Loops – Idaho

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

## **Unbundled Loops – Illinois**

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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 33 (09/01/05)

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

## Unbundled Loops – Massachusetts

## Unbundled Loops – Maryland

Service or Element Description:	<b>Recurring Charges:</b>
2 Wire Analog (POTS) Loop	<u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/Month P1 - \$21.02/Month
	B1 - \$21.92/Month B2 - \$14.45/Month
ISDN BRI Loop	<u>Rate Group</u> A1 - \$12.38/Month A2 - \$12.62/Month B1 - \$24.20/Month B2 - \$16.73/Month

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

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

## Unbundled Loops – Maine

Recurring Charges:
Density Cell
1 - \$11.44/Month
2 - \$13.47/Month
3 - \$18.75/Month
Density Cell:
1 - \$21.81/Month
2 - \$25.73/Month
3 - \$37.72/Month
Density Cell:
1 - \$11.44/Month
2 - \$13.47/Month
3 - \$18.75/Month
Density Cell:
1 - \$11.44/Month
2 - \$13.47/Month
3 - \$18.75/Month

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

## Unbundled Loops – Michigan

jjjjj	
Service or Element Description:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 36 (09/01/05)

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

## Unbundled Loops – New Jersey

Service or Element Description:	<b>Recurring Charges:</b>
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 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	<u>Density Cell</u> : 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

## Unbundled Loops – New York

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

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

Density Cell:
1A - \$11.93/Month
1B - \$16.70/Month
2 - \$22.70/Month
Density Cell:
1A - \$11.00/Month
1B - \$14.21/Month
2 - \$18.42/Month
1A - \$12.47/Month
1B - \$16.04/Month
2 - \$20.25/Month
2 \$20.25/100mm
1A - \$23.98/Month
1B - \$27.47/Month
2 - \$31.72/Month
Density Cell:
1A - \$11.00/Month
1B - \$11.31/Month
2 - \$15.51/Month

# Unbundled Loops – North Carolina

Service or Element Description:	<b>Recurring Charges:</b>
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

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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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 39 (09/01/05)

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

## Unbundled Loops - Pennsylvania (Verizon North Inc.)

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

## Unbundled Loops – Rhode Island

Service or Element Description:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 40 (09/01/05)

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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 41 (09/01/05)

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

## Unbundled Loops - Virginia (Verizon South Inc.)

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

## Unbundled Loops – Vermont

Service or Element Description:	<b>Recurring Charges:</b>
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

### AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 42 (09/01/05)

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

## Unbundled Loops – Washington

Service or Element Description:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
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:	<b>Recurring Charges:</b>
2 Wire Analog (POTS) Loop	Density Cell 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month
	+ \$+3.+4/100000

## AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 43 (09/01/05)

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

## Attachment 2 to Amendment to Interconnection Agreements

	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%

### Appendix B – Resale Discount Rates

\* 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

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%	

## Appendix B – Resale Discount Rates

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

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