

Verizon Northwest Inc. 20575 NW Von Neumann Dr. Suite 150 Beaverton, Oregon 97006 Mailcode: OR030156

Fax 503 629-0592

January 22, 2007

Ms. Cheryl Walker Oregon Public Utility Commission 550 Capitol Street, N. E., Suite 215 Salem, Oregon 97301-2551

Re: Amendment #4 to the agreement between Verizon Northwest Inc. f/k/a GTE Northwest Incorporated and TCG Oregon

Verizon Northwest Inc., f/k/a GTE Northwest Incorporated and SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance are parties to an interconnection agreement for Oregon (the "Interconnection Agreement").

SBC Long Distance, LLC recently adopted the interconnection agreement between Verizon New York Inc. and AT&T Communications of New York, Inc. in New York (the "Adopted Agreement"). The Adopted Agreement that SBC Long Distance, LLC adopted contains an amendment with detailed provisions relating to, among other things, a unitary rate for intercarrier compensation for certain types of traffic, as well as interconnection architecture arrangements (the "Unitary Rate Amendment"). The Adopted Agreement also contains an amendment with detailed provisions relating to, among other things, DS0 loop rates and resale discount rates (the "DS0 Loop/Resale Discount Amendment"). The foregoing Unitary Rate Amendment and DS0 Loop/Resale Discount Amendment to the Adopted Agreement each explicitly provides that the terms of such Amendment shall be applicable to SBC Long Distance, LLC, along with each of SBC Long Distance, LLC's CLEC affiliates, as well as to a carrier adopting such agreement (along with each of such adopting carrier's CLEC affiliates), in each case for purposes of all of its arrangements with Verizon operating telephone companies, in all Verizon service territories.

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¹ See, e.g., the first paragraph of the Unitary Rate Amendment: "THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date") (the terms of which originally were effective as of November 1, 2004), amends each of the Interconnection Agreements (the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"), but only to the extent the Interconnection Agreements referenced directly below were not already amended to address the same intercarrier compensation (including, without limitation, reciprocal compensation), interconnection architecture and related matters set forth herein. Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements

Ms. Cheryl Walker January 22, 2007 Page 2

Enclosed is a copy of the Unitary Rate Amendment, as well as a copy of the DS0 Loop/Resale Discount Amendment, which, as noted above, by their terms apply to the Interconnection Agreement in Oregon. Verizon is making this filing to keep the Oregon Public Utility Commission fully informed of the applicable terms between the parties in Oregon.

If you have any questions or need additional information regarding this matter, please contact me at 503-645-7909.

Sincerely,

Renee Willer Verizon Regulatory Manager

in effect as of the Effective Date (the original listing having been of Interconnection Agreements in effect as of November 1, 2004). 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 August 1, 2006, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended." (italics added for emphasis)

See also the following provisions from Section 2(a) of the Unitary Rate Amendment: "... In order for the terms set forth in Sections 3 and 4 below to take effect, the following conditions precedent must be satisfied as of November 1, 2004 (i.e., as of the effective date of the like amendment to the predecessor Interconnection Agreement between the Parties in New York) (or, in the case of another carrier adopting any of the Interconnection Agreements, as of the effective date of any such adoption and with respect to such carrier and all of its CLEC affiliates):..." (italics added for emphasis)

See also the following provisions from Section 3(a) of the Unitary Rate Amendment: "... if for any calendar quarter during the Amendment Term the ratio of MOUs, calculated on an aggregated basis across all jurisdictions, of (i) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the Verizon Parties and delivered to the AT&T Parties, to (ii) all traffic subject to the Unitary Rate under this Amendment that is originated on the networks of the AT&T Parties and delivered to the Verizon Parties (the "Aggregated Traffic Ratio"), is greater than five (5) to one (1), then the Unitary Rate applicable to all such traffic above a five (5) to one (1) Aggregated Traffic Ratio shall be zero (i.e., "bill and keep"), and the then-applicable Unitary Rate shall continue to apply to all such traffic up to and including a five (5) to one (1) Aggregated Traffic Ratio." (italics added for emphasis)

² See, e.g., the first paragraph of the DS0 Loop/Resale Discount Amendment: "THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date"), (the terms of which originally were effective as of September 1, 2005), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date, (the original listing having been of Interconnection Agreements in effect as of September 1, 2005). 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 August 1, 2006, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended." (italics added for emphasis)

See also the following provisions from Paragraph 1 of the DS0 Loop/Resale Amendment: "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." (italics added for emphasis)

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1.	PARTIES	Competitive Carrier	Incumbent Local Exchange Carrier
Name o	of Party:		
Contac	t for Processing Q	duestions:	
Nam	e:		
Telep	ohone:		
E-ma	uil:		
Contac	t for Legal Questi	ons (if different):	
Nam	e:		
Telep	ohone:		
E-ma	iil:		
Other F	Persons wanting E	-mail service of documents (if any):	
Nam	e:		
E-ma	uil:		
2.	TYPE OF FI	C 1	uests (such as seeking to adopt a previously approved al of new negotiated amendments to that agreement) should requested action.
	Adoption: Adop	ots existing carrier-to-carrier agreement filed w	ith Commission.
	 Docket AR 	В	
	• Parties to p	rior agreement	&
	• Check one:		
	Ad	lopts base agreement only; or	
	Ad	lopts base agreement and subsequent amendment	nts approved in Order No(s).
	New Agreemen	t: Seeks approval of new negotiated agreemen	
	• Does filin	g replace an existing agreement between the p	rties? • If filing involves Qwest Communications, does it utilize the terms of an SGAT?
	• NC)	NO
	• YES	S, Docket ARB	• YES, Revision
	Amendment: An Docket AR	mends an existing carrier-to-carrier agreement	
	Other: Please	explain.	

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of August 1, 2006 (the "Effective Date"), (the terms of which originally were effective as of September 1, 2005), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date, (the original listing having been of Interconnection Agreements in effect as of September 1, 2005). 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 August 1, 2006, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in <u>Attachment 2</u> hereto.

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

1. <u>Amendments to Interconnection Agreements</u>. The Parties agree that the terms and conditions set forth in <u>Attachment 2</u> hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon

ILEC service area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act) beyond those or replacing those set forth in Attachment 1 hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; *provided, however*, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this <u>Section 2</u>.
- 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: Stephen G. Huels	Printed: Jeffrey A. Masoner
Title: Vice President Global Access Management	Title: Vice President - Interconnection Services Policy & Planning
Date: July 6, 2006	Date: July 6, 2006

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006					
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER	
ACC INTERCO	NNECTION 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 3	
ACC INTERCO	NNECTION AGREEMENTS				
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 by and between VERIZON NEW YORK INC. and ACC CORP.	Verizon New York Inc. ACC Corp.	Effective 8/01/06	Amendment 2	

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER ACC INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon Washington, Effective Washington, DC Amendment 3 AGREEMENT UNDER DC Inc., 6/8/98 f/k/a Bell Atlantic -SECTIONS 251 AND 252 Washington, D.C., OF THE **TELECOMMUNICATIONS** Inc. ACT OF 1996 Dated as of June 8, 1998 **ACC** National by and between Telecom Corp. BELL ATLANTIC -WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS Verizon California California INTERCONNECTION, Effective Amendment 8 1/23/97 **RESALE** AND UNBUNDLING f/k/a GTE California Incorporated **AGREEMENT** between AT&T GTE CALIFORNIA Communications of INCORPORATED, CONTEL OF California, Inc. CALIFORNIA, INC. and AT&T COMMUNICATIONS OF

CALIFORNIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Verizon New York Connecticut Assigned Agreement: Effective Amendment 3 6/10/98 Inc., (ACC assigned its INTERCONNECTION d/b/a Verizon New Connecticut AGREEMENT UNDER York. agreement to AT&T) SECTIONS 251 AND 252 f/k/a New York Telephone Company, OF THE **TELECOMMUNICATIONS** d/b/a Bell Atlantic -ACT OF 1996 New York Dated as of June 10, 1998 by and between ACC Long Distance of Connecticut Corp. NEW YORK TELEPHONE (AT&T & TELEGRAPH Communications of COMPANY d/b/a BELL ATLANTIC -NEW New England, Inc., YORK assignee) and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION AGREEMENTS Delaware **AGREEMENT** Verizon Delaware Effective Amendment 4 9/30/97 between Inc., Bell Atlantic -- Delaware, f/k/a Bell Atlantic -Inc. Delaware, Inc. and AT&T Communications of AT&T Communications of Delaware, Inc. Effective Date: September Delaware, Inc.

30, 1997

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Florida INTERCONNECTION, Verizon Florida Inc., Effective Amendment 5 **RESALE** f/k/a GTE Florida 8/1/97 AND UNBUNDLING Incorporated **AGREEMENT** AT&T between Communications of AT&T **COMMUNICATIONS OF** the Southern States, THE SOUTHERN STATES, Inc. INC. and GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Idaho Adopted Agreement: Verizon Northwest Adoption Amendment 2 Inc.. Effective (AT&T adopted the f/k/a GTE Northwest 7/10/01 Interconnection, Resale and terms of the Pathnet **Unbundling Agreement** Incorporated Between agreement) GTE Northwest Pathnet, Inc. (AT&T INCORPORATED Communications of and the Mountain States, PATHNET, INC. Inc., adoptee) AT&T INTERCONNECTION AGREEMENTS Illinois INTERCONNECTION, Verizon North Inc., Effective Amendment 4 6/28/99 RESALE f/k/a GTE North AND UNBUNDLING Incorporated, **AGREEMENT** Verizon South Inc., f/k/a GTE South among GTE NORTH Incorporated INCORPORATED, GTE AT&T SOUTH INCORPORATED, Communications of d/b/a GTE SYSTEMS OF Illinois, Inc. **ILLINOIS** and AT&T

COMMUNICATIONS OF

ILLINOIS, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Indiana INTERCONNECTION, Verizon North Inc., Effective Amendment 2 **RESALE** f/k/a GTE North 11/24/99 AND UNBUNDLING Incorporated Contel of the South, Inc., **AGREEMENT** d/b/a Verizon North between Systems **GTE NORTH** INCORPORATED AND CONTEL OF THE SOUTH, AT&T Communications of INC., d/b/a GTE SYSTEMS OF INDIANA, Indiana, Inc. INC. and AT&T **COMMUNICATIONS OF** INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS Verizon New Effective Maine Assigned Agreement: Amendment 3 4/7/99 England Inc., (ACC assigned its d/b/a Verizon Maine, INTERCONNECTION f/k/a New England Maine agreement to AGREEMENT UNDER AT&T) SECTIONS 251 AND 252 Telephone and OF THE Telegraph Company, **TELECOMMUNICATIONS** d/b/a Bell Atlantic -ACT OF 1996 Maine Dated as of April 7, 1999 by and between ACC National **NEW ENGLAND** Telecom Corp. TELEPHONE & (AT&T TELEGRAPH COMPANY Communications of New England, Inc., d/b/a **BELL ATLANTIC - MAINE** assignee) ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS AGREEMENT Verizon Maryland Maryland Effective Amendment 4 8/1/97 between f/k/a Bell Atlantic -Bell Atlantic -- Maryland, Inc. Maryland, Inc. and AT&T Communications of AT&T

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER Maryland, Inc. Communications of Effective Date: Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon New Effective Amendment 2 Massachusetts **AGREEMENT** England Inc., 4/13/98 d/b/a Verizon Agreement between AT&T Massachusetts, Communications of New f/k/a New England England, Inc. and New Telephone and England Telephone and Telegraph Company, Telegraph Company, d/b/a d/b/a Bell Atlantic -Bell Atlantic - Massachusetts Massachusetts AT&T Communications of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Michigan INTERCONNECTION, Verizon North Inc., Effective Amendment 4 **RESALE** f/k/a GTE North 8/3/99 AND UNBUNDLING Incorporated Contel of the South, AGREEMENT between Inc.. GTE NORTH d/b/a Verizon North INCORPORATED AND Systems CONTEL OF THE SOUTH, INC., d/b/a GTE AT&T SYSTEMS OF MICHIGAN Communications of and Michigan, Inc. AT&T **COMMUNCIATIONS OF**

MICHIGAN, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS New Hampshire Assigned Agreement: Verizon New Effective Amendment 3 England, Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon New Hampshire, New Hampshire AGREEMENT UNDER agreement to AT&T) SECTIONS 251 AND 252 f/k/a New England Telephone and OF THE **TELECOMMUNICATIONS** Telegraph Company, ACT OF 1996 d/b/a Bell Atlantic -New Hampshire Dated as of June 10, 1998 by and between **NEW ENGLAND** ACC National TELEPHONE & Telecom Corp. TELEGRAPH COMPANY (AT&T Communications of d/b/a BELL ATLANTIC - NEW New England, Inc., **HAMPSHIRE** assignee) and ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS New Jersey **AGREEMENT** Verizon New Jersey Effective Amendment 4 9/15/97 between Inc., (AT&T f/k/a Bell Atlantic -Bell Atlantic -- New Jersey, Communications of Inc. New Jersey, Inc. New Jersey, Inc., and AT&T Communications of assigned its AT&T Communications of agreement to AT&T New Jersey, Inc. Communications of Effective Date: September New Jersey, Inc.

(AT&T

assignee)

Communications of New Jersey, L.P.,

New Jersey, L.P.)

15, 1997

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION New York Verizon New York Effective Amendment 2 AGREEMENT UNDER 8/01/06 SECTIONS 251 AND 252 OF THE AT&T **TELECOMMUNICATIONS** Communications of ACT OF 1996 New York, Inc. by and between VERIZON NEW YORK INC. and AT&T **COMMUNICATIONS OF** NEW YORK, INC. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, Verizon South Inc., North Carolina Effective Amendment 2 2/9/99 f/k/a GTE South **RESALE** AND UNBUNDLING Incorporated **AGREEMENT** between AT&T AT&T Communications of **COMMUNICATIONS OF** the Southern States. THE SOUTHERN STATES, Inc. INC. and **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION, Verizon North Inc., Effective Amendment 4 RESALE f/k/a GTE North 12/30/98 AND UNBUNDLING Incorporated AGREEMENT AT&T between Communications of **GTE NORTH INCORPORATED** Ohio, Inc. and AT&T **COMMUNICATIONS OF** OHIO, INC. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, Oregon Verizon Northwest Effective Amendment 3 1/27/99 **RESALE** Inc.,

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.		
AT&T INTERCONN	NECTION AGREEMENTS	l	l	
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 AGREEMENTS	T	1	1
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

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF **EFFECTIVE STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Rhode Island Assigned Agreement: Verizon New Effective Amendment 3 England, Inc. 4/7/99 (ACC assigned its INTERCONNECTION d/b/a Verizon Rhode Rhode Island AGREEMENT UNDER Island. agreement to AT&T) SECTIONS 251 AND 252 f/k/a New England Telephone and OF THE **TELECOMMUNICATIONS** Telegraph Company, ACT OF 1996 d/b/a Bell Atlantic -Dated as of April 7, 1999 Rhode Island by and between **NEW ENGLAND ACC** National TELEPHONE AND Telecom Corp. TELEGRAPH COMPANY (AT&T Communications of d/b/a BELL ATLANTIC -New England, Inc., RHODE ISLAND assignee) and ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS South Carolina INTERCONNECTION, Verizon South Inc., Effective Amendment 2 **RESALE** f/k/a GTE South 7/14/00 AND UNBUNDLING Incorporated **AGREEMENT** between AT&T AT&T Communications of **COMMUNICATIONS OF** the Southern States, THE SOUTHERN STATES, Inc. INC. and **GTE SOUTH** INCORPORATED AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, GTE Southwest Effective Amendment 3 Texas Incorporated, 6/6/97 **RESALE** d/b/a Verizon AND UNBUNDLING Southwest **AGREEMENT** between GTE SOUTHWEST AT&T INCORPORATED AND Communications of

Texas, L.P.,

CONTEL OF TEXAS, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 **THIS AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT NUMBER** f/k/a AT&T and AT&T Communications of **COMMUNICATIONS OF** the Southwest, Inc. THE SOUTHWEST, INC. AT&T INTERCONNECTION AGREEMENTS Assigned Agreement: Verizon New Effective Amendment 3 Vermont England Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon Vermont agreement Vermont, AGREEMENT UNDER f/k/a New England to AT&T) SECTIONS 251 AND 252 OF THE Telephone and Telegraph Company, **TELECOMMUNICATIONS** ACT OF 1996 d/b/a Bell Atlantic -Dated as of June 10, 1998 Vermont by and between **BELL ATLANTIC -ACC** National **VERMONT** Telecom Corp. and (AT&T ACC NATIONAL Communications of TELECOM CORP. New England, Inc., assignee) AT&T INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia Inc. Effective Amendment 3 (former Bell AGREEMENT UNDER f/k/a Bell Atlantic -10/8/02 Atlantic) SECTIONS 251 AND 252 Virginia, Inc. OF THE **TELECOMMUNICATIONS** AT&T Communications of ACT OF 1996 Dated as of October 8, 2002 Virginia, Inc. by and between VERIZON VIRGINIA INC. and AT&T **COMMUNICATIONS OF** VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS Verizon South Inc., Virginia INTERCONNECTION, Effective Amendment 2 (former GTE) **RESALE** f/k/a GTE South 5/28/99 AND UNBUNDLING Incorporated **AGREEMENT**

AT&T

Communications of

between

GTE SOUTH

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF **EFFECTIVE STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER INCORPORATED Virginia, Inc. and AT&T **COMMUNICATIONS OF** VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, Verizon Northwest Effective Amendment 3 Washington **RESALE** Inc.. 9/25/97 AND UNBUNDLING f/k/a GTE Northwest **AGREEMENT** Incorporated between GTE NORTHWEST AT&T Communications of INCORPORATED the Pacific and AT&T Northwest, Inc. **COMMUNICATIONS OF** THE PACIFIC NORTHWEST, INC. AT&T INTERCONNECTION AGREEMENTS Washington, DC **AGREEMENT** Verizon Washington, Effective Amendment 4 between DC Inc.. 8/25/97 Bell Atlantic -- Washington, f/k/a Bell Atlantic -DC, Inc. Washington, D.C., and Inc. AT&T Communications of Washington, DC, Inc. AT&T Effective Date: August 25, Communications of

Washington, DC, Inc.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 **THIS AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Verizon West West Virginia Adopted Agreement: Adoption Amendment 3 Virginia Inc., Effective (AT&T adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic -2/10/99 terms of the INTERCONNECTION West Virginia, Inc. MCImetro AGREEMENT 1997 MCImetro Access agreement) MCImetro/Bell Atlantic Transmission Interconnection Agreement Services, Inc. (AT&T between MCImetro Access Communications of Transmission Services, Inc. West Virginia, Inc., ("MCIm") and Bell Atlanticadoptee) West Virginia, Inc. AT&T INTERCONNECTION AGREEMENTS Wisconsin INTERCONNECTION. Verizon North Inc.. Effective Amendment 2 2/5/99 **RESALE** f/k/a GTE North AND UNBUNDLING Incorporated **AGREEMENT** AT&T between Communications of AT&T **COMMUNICATIONS OF** Wisconsin, Inc. WISCONSIN, INC. and GTE NORTH **INCORPORATED** TCG INTERCONNECTION AGREEMENTS Verizon California California Adopted Agreement: Adoption Amendment 6 Effective Inc.. 6/10/98 (TCG Los Angeles INTERCONNECTION, f/k/a GTE California **RESALE AND** adopted the terms of Incorporated the MCImetro **UNBUNDLING** agreement) AGREEMENT MCImetro Access **BETWEEN** Transmission GTE CALIFORNIA Services, Inc. INCORPORATED (Teleport AND Communications Group, Inc. Los MCImetro ACCESS TRANSMISSION Angeles, adoptee) SERVICES, INC. TCG INTERCONNECTION AGREEMENTS Verizon California California Adopted Agreement: Adoption Amendment 6 Effective Inc.,

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 **THIS AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Florida Adopted Agreement: Verizon Florida Inc., Adoption Amendment 4 f/k/a GTE Florida Effective (TCG adopted the INTERCONNECTION, Incorporated 3/6/98 terms of the AT&T **RESALE** agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of between the Southern States, AT&T Inc. (TCG South COMMUNICATIONS OF Florida, adoptee) THE SOUTHERN STATES, INC. and GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois Amendment 2 Adopted Agreement: Verizon North Inc., Adoption f/k/a GTE North Effective (TCG adopted the INTERCONNECTION, Incorporated, 6/2/04 terms of the AT&T Verizon South Inc., **RESALE** f/k/a GTE South agreement) AND UNBUNDLING **AGREEMENT** Incorporated among GTE NORTH AT&T Communications of INCORPORATED, GTE SOUTH INCORPORATED, Illinois, Inc. (TCG Chicago and TCG d/b/a GTE SYSTEMS OF Illinois, adoptee) **ILLINOIS** and AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana Adopted Agreement: Verizon North Inc., Adoption Amendment 2 f/k/a GTE North Effective (TCG adopted the Incorporated 5/21/03 INTERCONNECTION, terms of the AT&T Contel of the South, **RESALE** agreement) AND UNBUNDLING Inc., d/b/a Verizon North **AGREEMENT** between Systems **GTE NORTH**

AT&T

INCORPORATED AND

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
	NNECTION AGREEMENTS	T	T 700	T
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
	NNECTION AGREEMENTS	1	T	T
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 4
TCG INTERCO	NNECTION AGREEMENTS	_ = 55501	1	1
Michigan	Adopted Agreement:	Verizon North Inc., f/k/a GTE North	Adoption Effective	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
(TCG adopted the terms of the AT&T 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.	Incorporated AT&T Communications of Michigan, Inc. (Teleport Communications Group Inc./TCG Detroit, adoptee)	11/24/99	
	ECTION AGREEMENTS	T .	1	I
New Hampshire (TCG adopted the terms of the AT&T agreement, originally assigned to AT&T by ACC)	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.	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)	Adoption Effective 6/18/02	Amendment 3

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS INTERCONNECTION New Jersey Verizon New Jersey Effective Amendment 5 AGREEMENT UNDER 9/13/96 Inc., Eastern TeleLogic SECTIONS 251 AND 252 f/k/a Bell Atlantic -New Jersey, Inc. OF THE **TELECOMMUNICATIONS** ACT OF 1996 TCG Delaware Dated as of September 13, Valley, Inc., 1996 f/k/a Eastern by and between TeleLogic BELL ATLANTIC-NEW Corporation JERSEY, INC. and EASTERN TELELOGIC CORPORATION New Jersey INTERCONNECTION Verizon New Jersey Effective Amendment 5 2/3/97 AGREEMENT UNDER Inc., TC Systems, Inc. SECTIONS 251 AND 252 f/k/a Bell Atlantic -

New Jersey, Inc.

Communications

f/k/a TC Systems,

Teleport

Inc.

New York,

OF THE

ACT OF 1996

by and between

JERSEY, INC.

TC SYSTEMS, INC.

and

TELECOMMUNICATIONS

Dated as of February 3, 1997

BELL ATLANTIC - NEW

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF **EFFECTIVE STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS New York INTERCONNECTION Verizon New York Effective Amendment 2 AGREEMENT UNDER 8/01/2006 Inc., SECTIONS 251 AND 252 f/k/a New York Telephone Company OF THE **TELECOMMUNICATIONS** ACT OF 1996 Teleport by and between Communications VERIZON NEW YORK Group Inc. INC. and TELEPORT COMMUNICATIONS GROUP INC. TCG INTERCONNECTION AGREEMENTS North Carolina Verizon South Inc., Adopted Agreement: Adoption Amendment 2 f/k/a GTE South Effective (TCG adopted the INTERCONNECTION, Incorporated 12/8/00 terms of the AT&T **RESALE** agreement) AT&T AND UNBUNDLING Communications of **AGREEMENT** between the Southern States, AT&T Inc. (TCG of the **COMMUNICATIONS OF** Carolinas, Inc., THE SOUTHERN STATES, adoptee) INC. and **GTE SOUTH** INCORPORATED

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF **EFFECTIVE STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Ohio Adopted Agreement: Verizon North Inc., Adoption Amendment 2 f/k/a GTE North Effective Incorporated (TCG adopted the INTERCONNECTION, 6/2/04 terms of the AT&T **RESALE** agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of between Ohio, Inc. (TCG GTE NORTH Ohio, Inc., adoptee) INCORPORATED and AT&T **COMMUNICATIONS OF** OHIO, INC. TCG INTERCONNECTION AGREEMENTS Oregon Adopted Agreement: Verizon Northwest Adoption Amendment 3 Effective (TCG adopted the INTERCONNECTION, f/k/a GTE Northwest 4/23/99 terms of the AT&T Incorporated **RESALE** agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of between GTE NORTHWEST the Pacific INCORPORATED Northwest, Inc. (TCG and Oregon, adoptee) AT&T COMMUNICATIONS OF THE PACIFIC

NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon Pennsylvania Pennsylvania Effective Amendment 3 (former Bell AGREEMENT UNDER Inc., 2/3/97 Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic – Pennsylvania, Inc. OF THE TCG Pittsburgh **TELECOMMUNICATIONS** ACT OF 1996 TCG Pittsburgh Dated as of February 3, 1997 by and between BELL ATLANTIC -PENNSYLVANIA, INC. and TCG - PITTSBURGH Pennsylvania Verizon Pennsylvania Effective INTERCONNECTION Amendment 4 (former Bell 9/13/96 AGREEMENT UNDER Inc., Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic -OF THE Pennsylvania, Inc. Eastern TeleLogic TELECOMMUNICATIONS ACT OF 1996 TCG Delaware Dated as of September 13, Valley, Inc., f/k/a Eastern 1996 by and between TeleLogic Corporation **BELL ATLANTIC-**PENNSYLVANIA, INC. EASTERN TELELOGIC

CORPORATION

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Pennsylvania Adopted Agreement: Verizon North Inc., Adoption Amendment 4 (former GTE) f/k/a GTE North Effective INTERCONNECTION, Incorporated 1/26/00 (TCG adopted the **RESALE** terms of the AT&T AND UNBUNDLING AT&T agreement) AGREEMENT Communications of between Pennsylvania, Inc. GTE NORTH, INC. (Teleport Communications and AT&T Group Inc./TCG **COMMUNICATIONS OF** Pittsburgh and TCG PENNSYLVANIA, INC. Delaware Valley, Inc., adoptees) TCG INTERCONNECTION AGREEMENTS Rhode Island Verizon New INTERCONNECTION Effective Amendment 4 AGREEMENT UNDER England Inc.. 4/21/99 d/b/a Verizon Rhode SECTIONS 251 AND 252 OF THE Island, **TELECOMMUNICATIONS** f/k/a New England ACT OF 1996 Telephone and Dated as of April 21, 1999 Telegraph Company, by and between d/b/a Bell Atlantic -BELL ATLANTIC-RHODE Rhode Island **ISLAND** TCG Rhode Island and TCG RHODE ISLAND TCG INTERCONNECTION AGREEMENTS South Carolina Adopted Agreement: Verizon South Inc., Effective Amendment 2 f/k/a GTE South 10/07/2005 (TCS adopted the INTERCONNECTION, Incorporated terms of the AT&T **RESALE** agreement) AND UNBUNDLING TC Systems, Inc. AGREEMENT between AT&T **COMMUNICATIONS OF** THE SOUTHERN STATES, INC. and

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT EFFECTIVE** NAMES OF **STATE EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER GTE SOUTH INCORPORATED TCG INTERCONNECTION AGREEMENTS Adopted Agreement: GTE Southwest Texas Adoption Amendment 3 Effective Incorporated, (TCG adopted the INTERCONNECTION, d/b/a Verizon 2/20/98 terms of the AT&T Southwest **RESALE** agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications of between GTE SOUTHWEST the Southwest, Inc. INCORPORATED AND (TCG Dallas and CONTEL OF TEXAS, INC. Teleport Communications and AT&T Houston, Inc., **COMMUNICATIONS OF** adoptee) THE SOUTHWEST, INC. TCG INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia Inc. Effective Amendment 3 (former Bell f/k/a Bell Atlantic -AGREEMENT UNDER 10/8/02 Atlantic) SECTIONS 251 AND 252 Virginia, Inc. OF THE **TELECOMMUNICATIONS** TCG Virginia, Inc. ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** NAMES OF **EFFECTIVE STATE EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Adopted Agreement: Virginia Verizon South Inc., Adoption Amendment 2 (former GTE) f/k/a GTE South Effective Interim Virginia Co-Carrier Incorporated 7/22/97 (TCG adopted the Agreement between MFS terms of the MCI Intelenet of Virginia, Inc. and MCI WORLDCOM Worldcom GTE South Incorporated Communications of agreement) Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington Verizon Northwest Adopted Agreement: Adoption Amendment 2 Effective Inc.. 4/21/99 (TCG adopted the INTERCONNECTION, f/k/a GTE Northwest terms of the AT&T Incorporated **RESALE** AND UNBUNDLING agreement) AT&T **AGREEMENT** Communications of between GTE NORTHWEST the Pacific INCORPORATED Northwest, Inc. (TCG Seattle, adoptee) and AT&T **COMMUNICATIONS OF** THE PACIFIC

NORTHWEST, INC.

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

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

Unbundled Loops – California

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

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1B - \$11.31/Month
ISDN BRI Loop	Density Cell:
_	1B - \$16.70/Month
	Density Cell:
Customer Specified Signaling - 2-Wire Ground	1B - \$14.21/Month
Start	
	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse	
Battery	
	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

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

Unbundled Loops – District of Columbia

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

Unbundled Loops – Delaware

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

Unbundled Loops – Florida

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

Unbundled Loops – Idaho

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

Unbundled Loops – Illinois

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

Unbundled Loops – Indiana

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

Unbundled Loops – Massachusetts

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

Unbundled Loops – Maryland

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

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

Unbundled Loops – Maine

Official Loops - Maine	
Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
ISDN BRI Loop	Density Cell: 1 - \$21.81/Month 2 - \$25.73/Month 3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month

Unbundled Loops – Michigan

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

Unbundled Loops – Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$27.41/Month
2 Wire Digital Loop	Density Cell: 1 - \$27.41/Month
2-Wire Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$12.45/Month
ISDN-BRI Loop	Density Cell 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell: 1 - \$75.22/Month

Unbundled Loops – New Hampshire

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

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

Unbundled Loops – New Jersey

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
ISDN BRI Loop	Density Cell: 1 - \$12.13/Month 2 - \$13.74/Month 3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

Unbundled Loops – New York

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

ISDN BRI Loop	Density Cell: 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$19.68/Month
	2 - \$38.12/Month
	3 - \$49.31/Month
ISDN-BRI Loop	Density Cell:
	1 - \$42.92/Month
	2 - \$83.13/Month
	3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell
	1 - \$54.02/Month
	2 - \$104.62/Month
	3 - \$135.31/Month

2 Wire HDSL Loop	Density Cell:
	1 - \$60.39/Month
	2 - \$116.97/Month
	3 - \$151.28/Month

Unbundled Loops – Ohio

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$15.73/Month
2 Wire Digital Loop	Density Cell: 1 - \$15.73/Month

Unbundled Loops – Oregon

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month
2 Wire Digital Loop	Density Cell: 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month
	2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month
ISDN BRI Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$13.90/Month 4 - \$23.66/Month

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

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Recurring Charges:
Density Cell
3 - \$12.39/Month
4 - \$22.39/Month
Density Cell:
3 - \$12.39/Month
4 - \$22.39/Month

Unbundled Loops – Rhode Island

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

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

Unbundled Loops – South Carolina

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

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month
2 Wire Digital Loop	Density Cell: 1 - \$13.63/Month 2 - \$35.45/Month 3 - \$78.77/Month

Unbundled Loops – Virginia (Verizon Virginia Inc.)

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

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

Unbundled Loops - Virginia (Verizon South Inc.)

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

Unbundled Loops – Vermont

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	Density Cell: 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

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

Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
	*Digital loop rates not specifically
	enumerated in tariff, but equal
	Analog rates.

Unbundled Loops – Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$32.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$32.00/Month

Unbundled Loops – West Virginia

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Recurring Charges:			
Density Cell			
1 - \$14.49/Month			
2 - \$22.04/Month			
3 - \$35.00/Month			
4 - \$43.44/Month			

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

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

	With Operator & DA		Without Operator & DA	
State	Business	Residence	Business	Residence
Connecticut	19.10%	19.10%	21.70%	21.70%
Delaware	16.00%	16.00%	20.00%	20.00%
District of Col.	12.72%	12.72%	14.79%	14.79%
Maine	23.76%	19.80%	25.74%	23.03%
Maryland	19.87%*	19.87%*	19.87%	19.87%
Massachusetts	24.99%	24.99%	29.47%	29.47%
New Hampshire	18.78%	17.30%	20.25%	19.04%
New Jersey	17.04%	17.04%	20.03%	20.03%
New York	19.10%	19.10%	21.70%	21.70%
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%
Rhode Island	14.26%	17.87%	16.38%	18.82%
Vermont	26.01%	18.20%	27.66%	20.43%
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%
West Virginia	15.05%	15.05%	17.84%	17.84%

^{*} In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

^{**} Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA
Arizona	14.50%	14.50%
California	12.00%	12.00%
Florida	13.04%	13.04%
Idaho	13.50%	13.50%
Illinois	17.50%	17.50%
Indiana	19.58%	22.30%
Michigan	15.80%	16.76%
North Carolina	19.97%	19.97%
Nevada	16.00%	16.00%
Ohio	12.16%	16.41%
Oregon	17.00%	17.00%
Pennsylvania – Verizon North Inc.	22.80%	22.80%
South Carolina	18.66%	18.66%
Texas	22.99%	22.99%
Virginia – Verizon South Inc.	20.60%	23.40%
Washington	10.10%*	10.10%*
Wisconsin	18.45%	18.45%

^{*} In WA, OS&DA services discounted at 0.6%